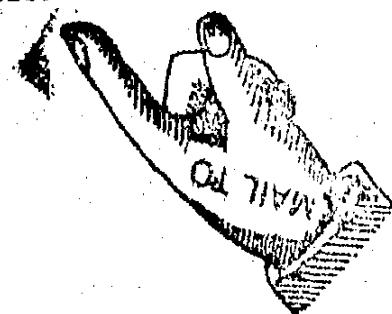


# UNOFFICIAL COPY

CHEMICAL BANK N. A. C/O CRMC  
377 EAST BUTTERFIELD RD., #175  
LOMBARD, ILLINOIS 60148

93155287



DEPT-A1 RECORDING 1000 50  
TOLL FREE 800-632-0208 11-24-08  
#1412 # 485-155287  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 13th 1993  
The mortgagor is MICHAEL J SPITZ A/K/A MICHAEL JAY SPITZ AND SUSAN L SPITZ HIS WIFE

CHEMICAL BANK N. A.

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

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is  
C/O CHEMICAL MORTGAGE COMPANY, P.O. BOX 70288, CHARLOTTE, NC 28272-0288

("Lender"). Borrower owes Lender the principal sum of  
**SIX HUNDRED THIRTY SIX THOUSAND EIGHT HUNDRED AND 00/100**  
Dollars (U.S. \$ 636800.00). 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  
**MARCH 1 2023**. 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:

PARCEL 1: LOT 3 IN ASHCRAFT PARK SUBDIVISION, BEING A  
SUBDIVISION OF PART OF LOT 2 IN BLOCK 1 IN NATE AND ADAMS  
ADDITION TO EVANSTON IN THE NORTHEAST 1/4 OF SECTION 24,  
TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT APPURTEGAN TO AND FOR THE BENEFIT OF  
PARCEL 1 FOR INGRESS AND EGRESS AS SET FORTH IN THE  
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND  
RESTRICTIONS DATED JANUARY 4, 1989 AND RECORDED JANUARY 13,  
1989 AS DOCUMENT NUMBER B9021438.

93155287

TAX # 10-24-207-035.

which has the address of 1136 ASBURY

[Street]

EVANSTON

Illinois 60292 [Zip Code]

("Property Address")

Form 2014-930 (page 1 of 6 pages)

State Land Titles, Inc. ■  
800-333-3300 ■ 847-823-2337

ILLINOIS-Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1076 (0208)

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

377 EAST BOTTERTON RD., #175, LOMBARD, ILLINOIS 60148  
(Name) (Address)

CHARTERED BANK N. A.

This instrument was prepared by  
Notary Public, State of Illinois  
My Commission Expires 6/10/94

Notary Public

Teresa A. Crane  
"OFFICIAL SEAL"

My Commission expires:

Given under my hand and official seal, this  
day of July 1993

Given under my hand and official seal, this  
day of July 1993

forth.

free and voluntary act, for the uses and purposes herein set  
and delivered the said instrument as

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
I am personally known to me to be the same person(s) whose name(s) are  
signed

do hereby certify that Michael J. Spitz, a citizen of the State of Illinois,  
residing at 1411 W. Middlebury, Lombard, Illinois, is the  
notary public in and for said county and state,

County ss:

STATE OF ILLINOIS.

SUSAN L SPITZ  
Borrower  
(Seal)

SUSAN L SPITZ  
Borrower  
(Seal)

MICHAEL J SPITZ  
Borrower  
(Seal)

MICHAEL J SPITZ  
Borrower  
(Seal)

Witness:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covernaries contained in pages 1 through 6 of this  
Security instrument and in any rider(s) executed by Borrower and recorded with it.

Rider(s) (Specify)

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 14 Family Rider        |
| <input type="checkbox"/> Graduated Payment Rider          | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Rate Improvement Rider           | <input type="checkbox"/> Second Home Rider              | <input type="checkbox"/> Baseline Rider         |

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

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial action, in accordance with Environmental Law.

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

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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5. **Hazard and Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

Borrower shall promptly disclose 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) consents 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 Lien from being satisfied in full; or (c) secures from the holder of the Lien an agreement substantially similar to this instrument.

parties; and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 1 and 2; third, to interest; to principal due; and last, to any late charges due under the Note.

Secured by this Security Instrument, we, the undersigned, do hereby declare that we have read and understood the terms and conditions of this instrument and that we are signing it freely and voluntarily.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this security instrument.

1. Payment of Premium and Interest; Preparation and Late Charges. Barrower 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 up to a written waiver by Lender, Barrower 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 actually accrue over this Security instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly mortgage insurance premiums; (d) yearly flood insurance premiums, if any; and (e) any sums payable by Barrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgagor's 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 set forth in the Note for Barrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"). Unless otherwise provided in the Note, Lender may not charge interest on the amount of Funds held by Lender in excess of the lesser amount, unless 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.

used variations by specifying a condition to constitute a uniform security instrument covering real property.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to manage and control generally the title to the Property against all claims and demands, subject to any power, warranties and with regard generally to the Property, except for encumbrances of record.

**TOGETHER WITH** all the improvements now or hereafter erected in the property, and in 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."

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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, 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any

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recommences performance of this security instrument whenever it receives payment of principal or interest thereon or payment of premium.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 authorized by this Security Instrument without notice or demand of Borrower.

16. **Borrower's Capital.** Notwithstanding anything else contained herein or in any part of this Agreement, the Borrower shall not be liable for any part of the principal amount of the Note or any interest thereon if the Borrower has not received payment in full of all amounts due to it under this Agreement.

17. **Transfer of Property.** The Borrower may at any time transfer all or any part of the Property or any interest in the Property to another Person by written instrument. However, if the Borrower transfers all or any part of the Property or any interest in the Property to another Person, the Borrower shall not be liable for any part of the principal amount of the Note or any interest thereon if the transferee has not received payment in full of all amounts due to it under this Agreement.

declined to be severable.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note are given effect without the qualification provided, to this end the provisions of this Security Instrument and the Note are

4.1. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless otherwise specified in the note. The notice shall be directed to the Property address or any other address designated by notice to Lender. Any notice given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Lender. 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 instrument.

13. **Loan Charges.** If the loan secured by this security instrument is subservient to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan charged to the permitted limits; and (b) any sums already collected by the lender in excess of the permitted limit will be returned to the borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any premium charge under the Note.

11. Borrower Not a Waiver. Extension of the time for payment of principal or modification of the terms secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest of Borrower who secures the instrument by Lender to any successor in interest of Borrower Not a Waiver; Any otherwise modifiable proceedings against any successor in interest of or to the original Borrower shall not be required to conform to the terms secured by this Security Instrument by reason of any demand made by the original Borrower or otherwise the exercise of any right or remedy shall not be a violation of the instrument. Any forbearance by Lender in exercising any right or remedy shall not be a violation of the instrument.

Under section 3(1) of the Copyright Act, any person who makes any unauthorized copy of a work or performs it without the permission of the copyright owner commits an offence.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to die taxes assessed by the State or municipality where or not the die

Property in which the market value of the property immediately before the taking is less than the amount of the sums received by the lessee under the leasehold interest shall be applied to the sums secured by this Security Instrument whether or not the sums are otherwise payable.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or to the sums paid to Bortowever, in the event of a partial taking of the Property in whole or in part before the taking. Any balance shall be paid to Bortowever. In the event of a partial taking of the Property in whole or in part before the taking, Any balance shall be paid to Bortowever. In the event of a partial taking of the Property in whole or in part before the taking, Any balance shall be paid to Bortowever.

condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and

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## FIXED/ADJUSTABLE RATE RIDER (10 Year Treasury Index—Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this .....13th day of .....FEBRUARY....., 19.....93, 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 Fixed/Adjustable Rate Note (the "Note") to.....  
**CHEMICAL BANK, N.A.**,(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

1136 ASBURY, EVANSTON, IL 60202.....  
(Property Address)

**THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE 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. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of .....7.875%. The Note provides for a change in the initial fixed rate, as follows:

### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The initial fixed interest rate I will pay will change on the first day of MARCH 1st....., 1998....., which is called the "Change Date."

#### (B) The Index

At the Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 10 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

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

#### (C) Calculation of Change

Before the Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-HALF.... percentage point(s) (.2.500%) 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 limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Change

The interest rate I am required to pay at the Change Date will not be greater than 13.875%, which is called the "Maximum Rate".

#### (E) Effective Date of Change

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

#### (F) Notice of Change

The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly

MULTISTATE FIXED/ADJUSTABLE RATE RIDER—10 YEAR TREASURY—Single Family—Female Mae Uniform Instrument

Form 3178 11/89

(page 1 of 2 pages)

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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.

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

MICHAEL J SPITZ

(Seal)

Borrower

SUSAN L SPITZ

(Seal)

Borrower

9315667