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CITIZENS NATIONAL MORTGAGE CORP. 8787 COMPLEX DRIVE SAN DIEGO, CA 92123-1495

94455161

LOAN NO.: 49640 ORDER NO.: \$1401763 ESCROW NO.: 49640

148816°

34488161

FHA MORTGAGE

FHA CASE NO.

STATE OF ILLINOIS

131-7663468-729

This Mortgage ("Security Instrument") is given on

MAY 12, 1994

The Mortgagor is

FRANCISCO ORTEGA A'ID ELVIA ORTEGA, HIS WIFE, AS JOINT TENANTS

whose address is

5400 SOUTH HAMLIN AVENUE, CLICAGO, IL 60632

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

CITIZENS NATIONAL MORTGAGE CORPORATION, A CALIFORNIA CORPORATION

which is organized and existing under the laws or

CALIFORNIA

, and whose

address is

8787 COMPLEX DRIVE, SAN DIEGO, CA 92123-149

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

Dollars (U.S. \$ 72,742.00

This debt is evidenced by Borrower's note dated the same date as in Security Instrument ("Note"), which provides for

monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 01, 2024 This Security Instrument secures to Lender: (a) the repayment of the aebt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Dorlower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby no rigage, warrant, grant and convey to Lender the following described property located in

LOT 1 AND THE NORTH 10 FEET OF LOT 2 IN BOOK 2 IN HAWTHORNE'S 55TH STREET AUDITION TO CHICAGO, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX # 19-11-329-046

which has the address of

5400 SOUTH HAMLIN AVENUE

CHICAGO

Illinois

(Street)

{City}

60632

("Property Address");

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now of 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."

FILE ILLINOIS MORTGAGE FORM

(Page 1 of 4 pages)



Property of Cook County Clark's Office

BORROWER COVENANTS AND WARRANTS 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.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

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

(c) before they become delinquent.

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

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary (or any year in which such premium vould have been required if the Lender still held the Security Instrument), each monthly payment shall also include cut er: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary. Or (ii) a inomity charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly as all ment of the mortgage insurance premium shall be in an amount sufficient to accumulate the

Secretary. Each monthly insulment of the mortgage insurance premium it this Security instrument is neith by the full annual mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of cae-half percent of the outstanding principal balance due on the Note.

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

account shall be credited with any balance is maining for all installments for items (a), (b) and (c)

Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows: FIRST, to the mortgage insurance premium, to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium; SECOND, to any taxes, special assessments, lasehold payments or ground rents, and fire, flood and other

hazard insurance premiums, as required; THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note: FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrowe shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards againsts, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the mounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether row 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

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 au. n alzed and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All crany part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and the 1 to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2 or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indelicuress 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

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

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days Leasenoids. 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's

obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these

payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation 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 Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the

option of Lender, shall be immediately due and payable.

Property of Cook County Clerk's Office

- The proceeds of any award or claim for damages, direct or consequential, in connection with Condemnation. any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to and this Security prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note shall be paid to the entity legally entitled thereto.
 - Fees. Lender may collect fees and charges authorized by the Secretary.

Grounds for Acceleration of Debt.

Lender may, except as limited by regulations issued by the Secretary in the case of payment (a) Default. defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior

te or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

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

the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or transferred (other than by devise or descent) by the Borrower, and transferred (other than by devise or descent) by the Botrower, and (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the otherwise

purchaser or grante; does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

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

Lender does not require such payments, Lender does not waive its rights with respect to subsequent events

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

(e) Mortgage Not Ir.sui. d. Borrower agrees that should this Security Instrument and the note secured thereby SIXTY (60) DAYS not be eligible for insular ce under the National Housing Act within date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the SIXTY (60) DAYS from the date hereof, declining to insure this Secretary dated subsequent to Instrument and the note secured the eby shall be deemed conclusive proof of such ineligibility. Notwithstanding

the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate are Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and sustemary attorneys' fees and expenses properly associated with the foreclosure proceeding. 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 shall remain in effect as if Lender had not required immediate on ment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current level osure proceeding. (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will edversely affect the priority of the lien created by this Security Instrument

11. Borrower Not Released; Forbearance by Lender Not a Volver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument grained by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Lorrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in Aeroising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall hind and benefit the successors and assigns Borrower subject to the

this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Le der and any other Borrower may agree to extend, modify, forbear or property and commodations with regard to the terms of this Security Instrument or the Note without that Borrower's content. Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be alrected to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender'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 Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach 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 the 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

Lender or Lender's agent on Lender'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 Lender from exercising its rights under this Paragraph 16.

Property of Cook County Clerk's Office

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 the Security Instrument is paid in full

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

- 17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 19. Waivers of Homestead. Borrower hereby releases and waives all rights under and by virtue of the homestead exemption laws of this state in the property.

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument the covenants 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 in a part of this Security Instrument. [Check applicable by x(25)].

[Check applicable by a 28].	noughkin as	ii tile flaci(s) were	in a pair or one o	ceansy mandament.
Condominium Aider	Gradua	ted Payment Rider	Growing Equ	nity Rider
Planned Unit Development Rider	XX Other [ADJUSTABLE Specify]	E RATE RIDER	
BY SIGNING BELOW, Borrower accepts Instrument and in any rider(s) executed by Port			in pages 1 through	4 of this Security
Witness:	04	Witness:		
Print or type name:		Print or type name:		
FRANCISCO ORTEGA	(Seal) •Borrower	F. VIA ORTEGA	Ortega	-Borrower
	(Seal) -Borrower		·····	(Seal) -Borrower
	(Seal) -Borrower			(Scal) -Borrower
STATE OF ILLINOIS,		COOK County	/ ss:	
1. GARY ALSIP		, a Notar	y Public in and for s	aid county and state.
do hereby certify that FRANCISCO	ORTEG	A + ELUI	A DETECA	his wife
	, personally k	nown to me to be the	same person(s) who	e name(s) is (619)
subscribed to the foregoing instrument, appeared	d before me thi	is day in person, and a	cknowledged that	ad ne (filey)
signed and delivered the said instrument as	is/her/(heir)	free and volunt	ary act, for the uses	and purposes therein
set forth.	_			
Given under my hand and official seal, thi	s 19	day of MAY	1994	
My Commission expires: 6-6-97	_	Gan als	أرود	
This instrument was prepared by:		m		Notary Public
CITIZENS NATIONAL MORTGAGE CORP. (Name)			"OFFICIAL S GARY AL Notary Public, Stat M, commission along	SIP
8787 COMPLEX DR. SAN DIEGO, CA 9	<u>2123</u> –1495	~~		

94488161

Property of Cook County Clerk's Office

LOAN NO.: 49640

FHA Case No. 131-7683468-729

THIS ADJUSTABLE RATE RIDER is made this 12th day of MAY, 1994 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

CITIZENS NATIONAL MORTGAGE CORPORATION, A CALIFORNIA CORPORATION

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

5400 SOUTH HAMLIN AVENUE, CHICAGO, ILLINOIS 60632

[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:

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of OCTOBER 01, 1995, and on that day of each succeeding year. *Change Date* means each date on which the interest rate could change.

(B) The Index

Beginning with the first Charge Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjuted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no ionger available, Lender will use as a new Index any index prescribed by the Secretary (as defined in paragraph 7(B)). Lender will give Borrower netice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculat, a new interest rate by adding a margin of

TWO AND OLLOCOTHS

percentage point(s) (2.000 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage so it (0.125%). Subject to the limits stated in paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the rest Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in paragraph 2 of this Note.

(E) Calculation of Payment Change

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

(F) Notice of Changes

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

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs 5(C) and 5(D) of this Note will be one effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph 5(F) of this Note. So rower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph 5(E) of the Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment are ount calculated in accordance with paragraph 5(E) of the Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

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

Spancine :	Onlege.	(Seal)	Elvia C	Orlega	(Seal)
FRANCISCO ORTEGA	Ü	Borrower	ELVIA ORTEGA	0	-Borrower
		(Seal)			(Seal)
		-Borrower			-Borrower

Property of Coot County Clert's Office