

VALENTY JELD
Joint Tenancy
Statutory (ILLINOIS)
(Individual to Individual)

UNOFFICIAL COPY

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR(S) **FRANK L. SCHMIDT and DEBORAH L. SCHMIDT, his wife**

of the VILLAGE of TINLEY PARK County of COOK
State of ILLINOIS for and in consideration of
TEN DOLLARS (\$10.00) DOLLARS,

and other good and valuable considerations _____
_____ in hand paid,

CONVEY(S) _____ and WARRANT(S) _____ to
FABIAN SALDANA and KATHLEEN A. SALDANA,
his wife 8300 Aster Lane, Tinley Park, Illinois
60477

(NAMES AND ADDRESS OF GRANTEE(S))

not in Tenancy in Common, but in **JOINT TENANCY**, the following described Real Estate situated in the
County of COOK in the State of Illinois, to wit:

**LOT 45 IN RAINTREE UNIT NO. 1, A SUBDIVISION OF PART OF THE
SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 26,
TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,
COOK COUNTY, ILLINOIS.**

Subject to conditions and restrictions of record and to general real estate taxes
for the year 1993 and subsequent years.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of
Illinois. **TO HAVE AND TO HOLD** said premises not in tenancy in common, but in joint tenancy forever.
SUBJECT TO: covenants, conditions, and restrictions of record,

Document No.(s) _____; _____; and to General Taxes
for 1993 and subsequent years.

Permanent Real Estate Index Number(s): 27-26-304-006-0000

Address(es) of Real Estate: 8713 Dee Court, Tinley Park, Illinois 60477

DATED this 29th day of July 1994

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

FRANK L. SCHMIDT (SEAL) DEBORAH L. SCHMIDT (SEAL)

_____(SEAL) _____(SEAL)

State of Illinois, County of COOK ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, **DO HEREBY CERTIFY** that
FRANK L. SCHMIDT AND DEBORAH L. SCHMIDT, HIS WIFE

personally known to me to be the same personS whose name s are subscribed
to the foregoing instrument, appeared before me this day in person, and acknowl-
edged that they signed, sealed and delivered the said instrument as their
free and voluntary act, for the uses and purposes therein set forth, including the
release and waiver of the right of homestead.

Given under my hand and official seal, this 29th day of July 1994

Commission expires _____ 19____

NOTARY PUBLIC

This instrument was prepared by R. MALATT 6410 W. 127th Str., Palos Heights, Ill. 60463
(NAME AND ADDRESS)

MAIL TO:

JANICE WINTER
Attorney at Law
11732 South Western
Chicago, Illinois 60643
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:

FABIAN SALDANA
(Name)
8713 Dee Court
(Address)
Tinley Park, Illinois 60477
(City, State and Zip)

OR

RECORDER'S OFFICE BOX

BOX 333-CTI

LEGIT. REC. COOK CO. NO. 054484
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
172.00
REVENUE OR REVENUE STAMPS HERE
REAL ESTATE TRANSACTION TAX
Cook County
9600
27-26-304-006-0000

75 19 05 2 043

9/20/2023

93002

UNOFFICIAL COPY

Warranty Deed

JOINT TENANCY
INDIVIDUAL TO INDIVIDUAL

TO

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1994 AUG -3 PM 12:19

94686029

Property of Cook County Clerk's Office

GEORGE E. COLE®
LEGAL FORMS

62092316

UNOFFICIAL COPY

0 6 3 0 1

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damages 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 proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the 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 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Instrument without further notice or demand on Borrower.

Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If this option shall not be exercised by Lender it exercises is prohibited by federal law as of the date of this Security Instrument.

written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it sold or

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument

conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable

law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the

which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in

deemed to have been given to Borrower or Lender when given as provided in this paragraph.

herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be

address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated

class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first

principal, the reduction will be treated as a partial prepayment without any prepayment penalty under the Note.

to make this refund by reducing the principal owed under the Note or by making direct payment to Borrower. If a refund reduces

and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose

permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit;

law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that

terms of this Security Instrument or the Note without that Borrower's consent

agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the

under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c)

execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property

Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not

Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security

forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any

11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment or modification of

amortization of the sums 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. 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

date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone due

instrument, whether or not then due

collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or

whether or not the sums are then due

writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument

taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in

paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the

immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured

immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument

of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument

whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

946886041

UNOFFICIAL COPY

9 1 5 0 0 1

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 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) take 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 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 17 above and applicable law. The notice will state the name and address of the new Loan Servicer and 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 the 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 actions 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 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:

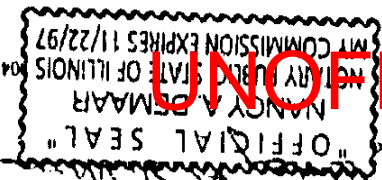
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default;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

4404
94686041

UNOFFICIAL COPY



NOTARY PUBLIC STATE OF ILLINOIS
NANCY A. DE MAAR
MY COMMISSION EXPIRES 11/22/97

WASHINGTON ST. 10115
NAPERVILLE, IL 60566

This instrument was prepared by: KENNETH KONANDA

My Commission Expires

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal, this 31st day of May, 1997.

I, ISLAM FEJZOSKI and ALIJE FEJZOSKI, HUSBAND AND WIFE, a Notary Public in and for said county and state do hereby certify

STATE OF ILLINOIS

County ss: Cook

Social Security Number

Social Security Number

ISLAM FEJZOSKI

Social Security Number

Islam Fejzovski

Social Security Number

Social Security Number

ALIJE FEJZOSKI

Social Security Number

Alije Fejzovski

Witnesses:

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.

- | | | | |
|-------------------------------------|--------------------------------|--------------------------|------------------------|
| <input checked="" type="checkbox"/> | Adjustable Rate Rider | <input type="checkbox"/> | 1-4 Family Rider |
| <input type="checkbox"/> | Balloon Rider | <input type="checkbox"/> | Biweekly Payment Rider |
| <input type="checkbox"/> | Graduated Payment Rider | <input type="checkbox"/> | Second Home Rider |
| <input type="checkbox"/> | Planned Unit Development Rider | <input type="checkbox"/> | |
| <input type="checkbox"/> | Condominium Rider | <input type="checkbox"/> | |
| <input type="checkbox"/> | Rate Improvement Rider | <input type="checkbox"/> | |
| <input type="checkbox"/> | Other(s) [specify] | <input type="checkbox"/> | |

[Check applicable box(es)]

24. Riders 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.

94686041

UNOFFICIAL COPY

ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 29TH day of JULY, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to MIDAMERICA FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 5704 W 89TH ST, OAK LAWN, ILLINOIS 60453

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.750%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of AUGUST 1ST, 1997, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND ONE QUARTER percentage points (3.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.750% or less than 7.750%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.750%, which is called the "Maximum Rate", or less than 7.750%, which is called the "Minimum Rate".

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

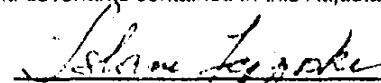
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

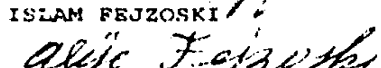
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or my interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its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

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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


ISLAM FEJZOSKI (Seal) Borrower


ALIJA FEJZOSKI (Seal) Borrower