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UNOFFICIAL COPY 690297

RELEASE DEED

Administration, an Agency of the United States Government, with offices at 500 W. Madison Street, Suite 1250, Chicago, Illinois, in consideration of Ten Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby release, convey and quit-claim unto Daniel A. Christopher and Gloria C. Christopher, and assigns, all the right, title, interest, claim, or demand whatsoever it may have acquired in, through or by a certain real estate mortgage bearing the date of August 1, 1977, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 19, 1977, as Document No. 24066150, the premises therein described as follows, to wit:

Lot 1 in Karfield builders Subdivision of part of the West 1/2 of the North West 1/4 of Section 16, Township 39 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

Common Address: 3808 W. Madison, Bellwood, Illinois

PIN: 15-16-102-068-0000

together with all the appurtenances and privileges thereunto belonging or appertaining.

Provided, however, that nothing contained herein shall be deemed to prejudice, affect, alter or diminish the rights of the undersigned, or its successors and assigns, as holder of the Note secured by said mortgage, as against those persons primarily liable thereunder and as against all guarantors or sureties thereof, or to prejudice, affect, alter or diminish the security for said Note other than the specific real estate being released herein.

IN WITNESS WHEREOF, said Small Business Administration has caused these presents to be executed and delivered by its duly authorized Assistant District Director for Finance and Investment, at Chicago, Illinois, this 14 day 1994.

COOK COUNTY ILLINOIS

1994 AUG -4 AM 11-55

94690297 A. O

Alfred D Belluomini

Assistant District Director for Finance and Investment Chicago District Office

Property of Cook County Clerk's Office

94690297

UNOFFICIAL COPY 2 - - 2

STATE OF ILLINOIS)

(COUNTY OF C O O K)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alfred J. Belluomini, Assistant District Director for Finance and Investment, Small Business Administration, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he, being duly authorized, signed and delivered said instrument as the free and voluntary act of the Administrator of Small Business Administration and as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1844 day of 1944.

(NOTARIAL SEAL)

PERFORMANT SHALE
TENESA STERNIEWICZ
Nothing Printe, State of Finnois
My Communication Expires 6/13/94

Notary Public

My Commission expires:_

This Instrument was Prepared By:

Teresa Sienkiewicz Paralegal Specialist Small Business Administration 500 W. Madison Street, Suite 1250 Chicago, Illinois 60661 353-4531

After Recording - Mail To: Daniel A. Christopher 3808 W. Madison Bellwood, Illinois 60104

> RE: Loan Name: Daniel Christopher Enterprises, Inc. Loan Number: L767,178-10-10

for the periods that Lender regimes. The insurance carrier providing the hisumine shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. It 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 T.

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, it 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 Horrower 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 Legace and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due dete of the monthly payments referred to in panagraphs 1 and 2 or change the amount of the payments. If under paragraph 21 ne 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 prescribe acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Burrower's Luan 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 p cupancy, unless Lender otherwise agrees in writing, which consent shall not be nucesonably withheld, or unless externe any 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 fortenure action or proceeding, whether civil or criminal, is begun that in Leader's good faith indigment could result in forfeiture of the Property or odicouse materially impair the lieu created by this Security Instrument or Lender security interest. Horrower may cure such a devolt and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, it 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 dering the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to profile 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 leavely ild, 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 specificantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeithing 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 eyer this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make equits. Although Lender may

take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this parigraph 7 shall become additional debt of Barrower 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, from an alternate mortgage insurance approved by Lender. It 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 hen 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. Impection.—I ender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give floriower poster 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

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any condemnation or other taking of any part of the Property, or for conveyance in freq of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then thie, with any excess paid to Botrower, by the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Horrower and Lender otherwise agree in writing, the same secured by this Security (astroment shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums seemed immediately before the taking, divided by (b) the fair market value of the Properly numediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the late market value of the Property immediately before the taking is less than the amount of the sams secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable have otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Horrower that the condemnor offers to make an award or settle a claim for damages. Borrower tails to respond to Lender within 30 days after the date the notice is given. Lender is multicareed to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then the.

Unless Lender and Forower 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 such payments.

11. Borrower Not Released: Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization or the sums secured by this Security Instrument granted by Lender to any specessor 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 said. Secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors is interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successers and assigns of Lender and Horrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security fustrument 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 thi. Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that I one or and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term; of this Security Instrument or the Note without that

13. Loan Charges. If the loan secured by this Security Instrumera is subject 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 toan exceed the permitted limits, then: (a) my such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Dorrower which exceeded permitted limits will be refunded to Porrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Horrower. If a refund reduces principal, the reduction will be treate? as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by tirst class mail unless applicable law requires use of another method. The notice shall be directed 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 other address Lender designates by notice to Accower. 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.

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 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.

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

17. Transfer of the Property or a Beneficial Interest in Burrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Horrower 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 Burrower must pay all sums secured by this Security Instrument. If Horrower fails to pay these sums prior to the expiration of this period, Leader may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Horrower's Right to Reinstate. If Horrower meets certain conditions, Horrower 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 constatement) 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 I ender all sums which then would be due under this Security Instrument and the Note as it no acceleration had occurred, (b) cures any default of any other covenants or agreements; (c) pays all expenses meaned in enforcing this Security Instrument, including, but not limited to, reasonable atterneys' fees; and (d) takes such action as funder may reasonably require to assure that the hen of this Security Instrument, Lender's rights in the Property and Horrower's obligation to pay the sams secured by this Security Instrument shall continue unchanged. Upon ternstatement by Horrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remistate 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 Horrower. A sale may result in a change in the entity (known as the "Loan Servicet") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicet intellided to a sale of the Note. If there is a change of the Loan Servicet, 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. Histardium Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances of or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violea or, of any Environmental Link. The preceding two sentences shall not apply to the presence, use, or storage on the Property of Shall quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Horrower shall promptly give 1-coder written notice of any investigation, claus, demand, lawson or other action by any governmental or regulatory agency or private party involving the Property and any Hazardons Substance or Environmental Law of which Horrower has actual Law deedge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardons 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, "Hazardons Nub tances" are those substances defined as toxic or hazardons substances by Environmental Law and the following substances: go soline, 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 Berrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument, Out 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 sams secured by this Security Instrument, foreclosure by judician proceeding and sale of the Property. The notice shall forther 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 college and 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.

2.3. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

| , | t Adju | , I | | | 1.4 Family Rider |
|---|-------------|---------------------|--------------------------------|--|------------------------|
| | Grad | pated Payment Rider | Planted Unit Development Rider | | Biweekly Payment Rider |
| | Hallo | on Rider | Rate Improvement Rider | | Second Home Rider |
| | Other | Other(s) (specity) | | | |

BY SIGNING 194,OW, Horrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument (are as any rider(s) executed by Horrower and recorded with it.

Witness:

Witness:

JOHN J.

(Scal)

bless H. Uniaso C

(Scul)

(Scal) Histower

(Scal) Honover

signed

STATE OF ILLINOIS.

Dera M. Ouresia

a Nothery Public in and for said county and state.

do hereby certify that

JOHN J. AHRARMS and MLIZABETH H. AHEAPHN, RUBBAND AND WIFE

, personally known to me to be the same person(z_f whase name(s)

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that. THEY Wilesa. and delivered the said instrument as

free and voluntary act, for the uses and perposes therein set

forth.

Given under my hand and official seal, this

29TH

day of July 1994

My Communication explicitly CIAL SEAL" JOHN A. OUSKA III Notary Public, State of Illinols My Commission Expires June 23, 1987

Notary Public

This instrument was prepared by

(Name)

Susan Korel

Cole Taylor Bank

(Address)

5501 West 79th - 3rd Floor

FFL N. 1876LG (9202)

LLMORT

Burbank, Illinois 4.40 (lette q al q battet)

> fireat Labes Businese Farmy, Inc. 📕 Ta Cirder Call . 1 800-830 8382 . 1 14AH . 816 PE1-1131

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

THIS ADDUSTABLE 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 "Hortower") to secure Borrower's Adjustable Rate Note (the "Note") to Cole Taylor Bank

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

2424 N. SURREY COURT, CHICAGO, ILLINOIS 60614

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BOHROWER'S ALJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BOHROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVEPT THE ADJUSTABLE RATE TO A FIXED RATE.

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

A. ADJUSTABLE RAZE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial rate of B. 125 the adjustable interest rate an Libe monthly payments, as follows:

%. The Note provides for changes in

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of August 2001 and on that day every 12th month thereafter. I ach late on which my adjustable interest rate could change is called a "Change Dete."

(B) The Index

Beginning with the first Change Date, my adjustable 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 thoose a new index that 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 rest interest rate by adding TNO AND 627100

percentage point(s)(2.625 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eight) of the 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 (12), would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Dec. of 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 the:

10.125 % or less than

6.125 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO AND 00/100

percentage point(s)(2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.125 %, which is called the "Maximum 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 the a notice of any changes in my adjustable 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 the and also the title and telephone number of a person who will answer any question I may have regarding the notice.

8. FIXED INTEREST RATE OPTION

The Note provides for the Porrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

"Ity minding, the Horrower(s) acknowledge(s) that this page is page 1 of 2 of the Multistate Adjustable Rate Rider." LOAN NUMBER 0290013899

MULTIBER CONVENTIBLE ADJUSTABLE NATE RIPEC Hingis Lamin & Year Treasury Index Pennic Mes Uniferminatument. Perm 2448 5786
From 4250-7 (0002) Page Corp. ADJUST Great Laws Bisiness Farm Loc. M. U.S. 1800 255 0236. Mil 1800 255 255. Fax. (200) 251 123

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date"

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion tee of U.S. \$; and (iv) I must sign and give the Note Holder any documents the Note 250.00 Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National. Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

If I choose the Agreeise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Perinning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

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

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a B meficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial intere a i) 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 transferce; 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 greement 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 also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and excements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and t'as a ccurity Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Horrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the retire is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrow e 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 Horrower.

2. If Worrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C-3 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument sheaf instead be in effect, as tollows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a ruleral 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.

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 Distrument. 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 Horrower.

BY SIGNING HELOW, Horrower accepts and agrees to the terms and covenants contained in this Adjustable Rato

(Seaf) Borzowoi WANT H. MICANOS.

(Soul) Borrower

(Scal)

(Scal)

Form \$118 1/89

"Hy initialing, the Bottower(s) acknowledge(s) that this page is page 2 of 2 of the Multistate Adjustable Rate Rider.