Loan No: Investor No: 5509807

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SUCH PROPERTY HAVING BEEN PURCHASED IN WHOLE OR IN PART WITH THE SUMS SECURED HEHEBY.

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Illinois 60642-

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Form - S100020

Page 1 of 6

FHA Illinola Mortgage 2/81

TOGETHER WITH all the Improvements now or hereafter crected 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 or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully selsed 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 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 instriment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as masonably estimated by Lender, plus an amount sufficient to me main an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulate 1 b) Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pr, it ms (a), (b), and (c) before they become delinquent.

If at any time the total of the paymonts 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 or one-sixth of the estimated payments or credit 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 Borro ver 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 detic and or 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, each monthly payment shall also include either; (i) an installment of the annual mortgage insurance premium to be paid by lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security instrument is held by the Secretary. Each monthly installment of the 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. It is held by the Secretary, each monthly charge shall be in an arriging squal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

with the balance remaining for all installments for items (a), (b), and (c) and any mortgage instruction permitted installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess in the bottomer. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as lo lows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge with Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard the reace 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.

Page 2 of 6

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether new in existence or subsequently erected, against any hazards, ossualties, and conlingencies, including fire, for which Londer requires insurance. This incurance shall be triaintained in the amounte and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, Whether now in existence or subsequently erected, against lose by floods to the extent required by the Socretary, All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include lose payable clauses in favor of, and in a form acceptable to, Lender.

in the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each Insurance company concerned is hereby sutherized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any 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 personal 5, and then to propayment 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 heurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity isgaily entitled thereto.

Security Instrument shall be paid to the entity isgaily entitled thereto.

Security Instrument shall be paid to the entity isgaily entitled thereto.

In the event of fereclesure of this Security Instrument or other transfer of title to the Property that extinguishes the Indebtedness, all right, title and interest of Perrower in and to insurance policies in force shall pass to the purchaser, Companies and Co

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- 5. Occupancy, Pregreation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, estable a, and use the Property as Borrower's principal residence within sixty days after the execution of this instrument and shall continue to occup, it... 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 extenually will cause undue hardship for Borrower, or unless extenuating circumstances extenuely the Borrower's control. Borrowei s an notify Landers of any extenuating discursationes. Borrower shall not commit waste of destroy, damage or substantially change the Tropinty or allow the Property to deteriorate, reasonable wear and tear excepted. Londer may inspect the Property is the Property is vacant or a randoned or the loan is in detault. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Burrower shall also be in detault if Borrower, dulting the loan application process; gave materially false or Inaccurate Information or statements to Loide 🕼 talled to provide Lander With any majerial information) in connection with the loan evidenced by the Note, inclusing, but not limited to, representations concerning Borrower's accupancy of the Property as a principal residence. If this Security instrument is on a reached?, Bo rower shist compty with the provisions of the reaso. If Borrower acquires for this to the Property, the leasehold and fee title shall not be morphy unless Landor agrees to the merger in writing.
- 8. Charges to Borrower and Protection of Lender's Right in the Property. Borrower shall pay all governmental or municipal charges, lines and impositions that are not included in paragraph 2. Br. ro ver shall pay those obligations on time directly to the children which is owed the payment. If failure to pay would adversely affect Londer's in the Proporty, upon Londer's request Borrower shall promptly furnish to Lander receipts evidencing these payments.

transpilled due to sent the least of the contract of the contract of keepings of the the after the engineer cuts we togeth out output eagle contribe to year o If Borrower falls to make these payments or the payments required by prangraph 2, or talls to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that way significantly affect Lender's rights in the Property. (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regula for s), 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 texes, hazard insurance and other items. mentioned in payagraph 2 is a series of the engine of the mentioned in payagraph 2 is a series of the engine of th

Alwaying turning the construction for the construction of the cons Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lander, shall be immediately due and payable.

o to o out out, to superior programme draw a draw and the propriet of the substance of the substance of the con-7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in conjection with 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 Lendar to Title extent of the full amount of the indebtedness that remains unpaid under the Note, and this Security, Instrument & cer shall apply such Amproceeds to the reduction of the indeptedness under the Note and this Security, Instrument, first to any delinquent amounts applied in the ين من principal و paragraph 3, and then to prepayment of principal و Any application of the proceeds to the principal و المراج و المراجعة postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess foceeds over an amount regulred to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment 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 to or on the due date of the next monthly payment, or
 - (ii) Borrower delauits by falling, 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 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 otherwise transferred (other than by devise or descent) by the Borrower, and
 - (ii) The Property Is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the property but his or her credit has not been approved in accordance with the requirements of the Secretary.
 - (c) No Walver. In circle actances 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 Secretion. 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 permit ed or regulations of the Secretary.
 - (e) Mortgage Not insured. Borrower agre is thit should this Security instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 50 DAYS from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payme it in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent in the DAYS from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be desired conclusive proof of such Ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavalletiment 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 Length in a required in mediate payment in full because of Borrower's latiure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the 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 customary 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 Londer had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will or reluce foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in Interest of Borrower and not operate to release the liability of the original Borrower or Borrower's successor in Interest. Lender shall not be required to commende promedings 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 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 Becurity Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.5. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute this 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 Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security 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 directed to the Property Address or any other address. Borrower designates by notice to Lander. Any notice to Lender shall be given by first class mail to Lander'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 Lander when given as provided in this paragraph.
- 14. Governing Law; Severability. This Sequity instrument shall be governed by federal law and the law of the hindered 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 Nete 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 Cary. Borrower shall be given one conformed copy of this Security Instrument.

LIBROUTEG OF BARRIE

16. Assignment of Fant i. Borrower unconditionally assigns and transfere to Lander all the rents and revenues of the Property, Borrower authorizes Lender or Let der'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 in owever, prior to Lender's notice to Borrower's 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 trusted for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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

Borrower has not executed any prior assignment of the lents and has not and will not perform any act that would prevent Lender from 1: A exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or methods in the Property before or alter 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 of invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured any default of invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured the Security Instrument is paid in tall.

NON-UNIFORM COVENANTS. Borrower and Cender further covenant and agree rate flowers.

- 17. Foreclosure Procedure. If Lender requires immediate payment in full inder paragraph 8, Lender may, without further demand, foreclose this Security instrument by judical proceeding and invoke my other remedies permitted by applicable law. Lender shall be entitled to collect all expenses including in pursuing the remedies proceed in this paragraph 17, including, but not limited to, reasonable attorneys take and content at the explanation.
- 18. Release. Upon payment of all sums secured by this Security Instrument, Lender at all alease this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Page 5 of 4

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-	r more riders are executed by Borrower and recorded together with this Socurity result in the security and shall amend and supplement the covenants and a part of this Security Instrument. [Check applicable box(es)]
	ax-Exempt Financing Rider Rider for Section 248 Mortgage Growing Equity Rider Growing Equity Rider
BY SIGNING BELOW, Borrower accepts and agrees to Borrower and recorded with it.	the terms contained in this Security Instrument and in any rider(s) executed by
	BRIAN P. O'CONNELL (Seal)
	SHIRLEY A. O'CONNELL (Seal) -BOTTOWER
	(Seal)
STATE OF ILLINOIS, COM	(Seal) -Borrower
STATE OF ILLINOIS, COM	County as: , a Notary Public in and for said county and state, do
	SH RLEY A. O'CONNELL, HUSBAND AND WIFE. , personally known to me to be the same person(s) and belore the this day in person, and acknowledged that he/she/they signed and
delivered the said instrument as his/her/their free and voiur Given under my hand and official seal, this 30th	tary act, for the use and purposes therein set forth, day of September, 1994
My Commissaion expires:	PAT (IG). M. PICARD Notary ablic State of fillings
This instrument was prepared by: WENDY GEILS	My Commission Fapires 3/5/98
	9486149

Page 6 of 6

RETURN TO: Guaranty Bank, S.S.B. P.O. Box 23045 Atm: Secondary Mkt Milwaukee, Wi 53223-0046

BOX 333-CTI

5509807 Loan No: Investor No: 1355713

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FHA MULTISTATE ADJUSTABLE RATE RIDER

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THIS ADJUSTABLE RATE RIDER is made this 30th	day of September, 1984
and is incorporated into and shall be deemed to amond and supplement the M	origago, Doed of Trust or Security Doud
("Security Instrument") of the same date given by the undersigned ("Borrower") to sec	ure Borrower's Note ("Note") to
SHELTER MORTGAGE CORPORATION	appeared to sometime
4201 EUCLID AVENUE, ROLLING MEADOWS, ILLINOIS 60008	son to annound or value some has story.
(the "Lander") of the same date and covering the property described in the Security is	ishument and looking at the state of the sta
9217 SOUTH AVERS AVENUE, EVERGREEN, ILLINOIS 60662-	ed the real through the ord this are until at the
[Property Addross]	Chen not but their lain, the a date on thin

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

ADDITIONAL COVENANTS in addition to the covenants and agreements made in the Security Instrument Borrower and Lancer further covenant and agrey, at follows: without we have you and gred to see the credit, recenting gut to see you could have true!

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INTEREST HATE AND MONTH. FAYMENT CHANGES who had been did to the property of the interest rate may change on the first tay of January, 1996.

of each succeeding year. "Change Date" means eac', dute on which the interest rate could change.

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Beginning with the first Change Date, the interest rate vill be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant my unit; 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 longer available. Lender will use as a new Index any nor x prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development of his or her designee. Lander will give Borrower, police of the new Index.

(C) Calculation of Interest Rate Changes

Bofore each Change Date, Lender will calculate a new interest rate by auditing a margin of

percentage point(s) (2.000

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(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 in a pat rate.

FHA Multistate AR' A Bider - 2/91

Form -SGC0091

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(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in tull at 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 propayments 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 furth (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, (vili) the method of calculating the change in monthly payment amount, and (vili) 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 (C) and (D) of this Rider will become effective on the Change Date. Borrower une" make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender the given Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any in or see in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring its inan 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with par gir in (E) of this Filder decreased, but Lender falled to give timely notice of the decrease and Borrower made any monthly propert 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 inter st 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.

BRIAN P. O'CONNELL	(Seal) -Borrower -Borrower	SHI'LLEY A D'CONNELL	Seal) -Borrower
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DRM# SGC0091	Page 2 of 2		0
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FORM# SGC0091

RETURN TO: Guaranty Bank, S.S.B. P.O. Box 23046 Attn: Secondary Mkt Milwaukee, WI 53223-0046