

UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

First Home Mortgage Corp., Attn:
5501 S. Kildare
Chicago, IL 60629

94905921

LOAN NO. 4354192

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 30, 1994. The mortgagor is ERIC B. OODOTAY, Single/Rever. Married

("Borrower")

This Security Instrument is given to First Home Mortgage Corp., FSB, A Corp. of the United States of America, which is organized and existing under the laws of United States of America, and whose address is 4242 N. Harlem Avenue, Norridge, IL 60634 ("Lender").

Borrower owes Lender the principal sum of Seventy Four Thousand Dollars and no 100 Dollars (U.S. \$ 74,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2074. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 4 (EXCEPT THE NORTH 20 FEET) AND THE NORTH 30 FEET OF LOT 5, IN BLOCK 14, IN CRYER'S CALUMET CENTER ADDITION, BEING SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED JUNE 23, 1926, IN BOOK 211, PAGES 16 AND 17, AS DOCUMENT NO. 9277249 IN THE OFFICE OF THE RECORDER OFFICE OF COOK COUNTY, ILLINOIS.

: DEBT OR RECORDING
: 73905921 FROM FILE 10-24-94 AS 155100
: \$6055 + 6% + 6% = 949059221
: COOK COUNTY RECORDER

94905921

29-12-129-035

which has the address of

4354192
(Street)

Calumet City
(City)

Illinois 60409
(Zip Code)

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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ILLINOIS-SINGLE FAMILY-FHLMC UNIFORM INSTRUMENT FORM 30149/80 PAGE 2 OF 6 REC'D DATE 06/14/90 01 11 12 91

5. **Hazard or Property Insurance.** Borrower shall keep the insurance set forth above within the term "extincted coverage" at any other hazards. Lender may at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, to the period of time required for which Lender requires insurance. This insurance shall be obtained by Borrower subject to the terms and conditions of the insurance carrier providing the insurance.

Borrower shall satisfy the loan or take one of the actions set forth above within 15 days of the giving of notice. A lien which may attach priorly over this Security instrument, Lender may give Borrower written notice terminating the lien to the extent that Lender determines that (a) part of the Property is subject to a good faith effort to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender to pay all amounts due under this Security instrument, and lessens which in the manner acceptable to Lender, the payment of which may attach priorly over this Security instrument, Lender may give Borrower prompt notice to Lender all notices of payment to him by the holder of the lien in a manner acceptable to Lender. (b) certifies in writing to the payee of the obligation secured by the lien in a manner acceptable to Lender.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Note, second, to amounts payable under receipts evidencing the payments. Pay them on time directly to the person owed payment, Borrower shall promptly furnish to Borrower which may attach priorly over this Security instrument, and lessens which in the manner acceptable to Lender, the payment of which may attach priorly over this Security instrument, Lender may give Borrower prompt notice to Lender all notices of payment to him by the holder of the lien in a manner acceptable to Lender. (b) certifies in writing to the payee of the obligation secured by the lien in a manner acceptable to Lender.

4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Note, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note, second, to amounts payable under paragraphs 1 and 2 shall be applied first to any prepayment, until charges due under the Note, second, to amounts payable under paragraphs 1 and 2 shall be applied first to interest due, fourth, to principal due, and last, to any late charges due under the Note.

3. **Application of Payments.** Unless applicable law, provides otherwise, all payments received by Lender under

up the deficiency in the more than twelve monthly payments, at Lender's sole discretion. Funds held by Lender for the excess funds in accordance with the Escrow items will be amount of the funds held by Lender at any time not sufficient to pay the Escrow items when due. Lender may so notify Borrower in writing.

Borrower for the excess funds in accordance with the Escrow items will the Escrow items used by Lender to pay all sums secured by this Security instrument. Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any sum held by Lender at any time necessary to make up the deficiency in the more than twelve monthly payments, at Lender's sole discretion.

Funds are pledged as additional security for all sums secured by this Security instrument. Funds showing credits and debits to the funds held by Lender at the time of acquisition of the funds was made. The funds held by Lender shall be paid out of the funds held by Lender for which each debt to the funds was due in the amount necessary to pay Borrower without charge, in actual accounting of the funds held by Lender otherwise.

Permitting Lender to make a charge Borrower pays Borrower interest on the funds held by Lender until not be independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law escrow account. Escrow items, unless Lender may hold the escrow items of the funds held by Lender for in escrow account to verify the Escrow items. However, unless Lender may hold the escrow items of the funds held by Lender to pay the Escrow items, Lender may not charge Borrower for holding and applying the funds held by Lender to the escrow account to verify the Escrow items. Lender is entitled to receive the escrow items used by Lender to pay the escrow items of the funds held by Lender to the escrow account to verify the Escrow items.

The funds held by Lender in accordance with the Escrow items, Lender may hold the escrow items of the funds held by Lender to pay the Escrow items, unless Lender may hold the escrow items of the funds held by Lender to the escrow account to verify the Escrow items. Lender may hold the escrow items of the funds held by Lender to pay the Escrow items, unless Lender may hold the escrow items of the funds held by Lender to the escrow account to verify the Escrow items.

Under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. ("RESPA"), unless another law that applies to the funds held by Lender may estimate the amount of funds due on the basis of current data and reasonably estimable expenses of future Escrow items or otherwise in accordance with applicable law.

Under the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account to exceed the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. ("RESPA"), unless another law that applies to the funds held by Lender may estimate the amount of funds due on the basis of current data and reasonably estimable expenses of future Escrow items or otherwise in accordance with applicable law.

Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of insurance by yearly flood insurance premiums, (a) yearly mortgage insurance premium, (b) yearly property insurance premium, (c) yearly hazard insurance premium, (d) yearly taxes and assessments which may attach priorly over this Security instrument as a lien on the Property; (e) yearly leasehold payments or ground rents on the Property, (f) any, (g) yearly hazard or property insurance premium, (h) yearly taxes and assessments which may attach priorly over this Security instrument as a sum (Funds), for: (a)

Note of the day monthly payments are due under the Note, until the Note is paid in full, a sum (Funds), for: (a) the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note, (b) payment of principal and Lender's convenience and agree as follows:

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

LOAN NO. 114419

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LOAN NO. 4-354-192

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 damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's 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 periods 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.

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17. **Transfer of the Property or a Beneficial Interest in Properties** It shall be illegal for any person to sell or any part of the property interest in his or her personalty or realty to any person who is not a resident of the state.

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

15. GOVERNING LAW, SEPARABILITY. This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of law principles. To this end the provisions of this Security Instrument and the Note shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. Note are severable.

14. **Notices.** Any notice to Borrower provided for in this Section shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the mailing address of the Secured Party or its agent as set forth in the first page of this instrument. Any notice to Borrower provided for in this Section shall be given by deliverying it to the mailing address of the Secured Party or its agent as set forth in the first page of this instrument. The notice shall be deemed given when delivered to Borrower or when given to Borrower's attorney if Borrower is represented by counsel. This Section shall control the law of this instrument notwithstanding any provision to the contrary contained in any other instrument or document.

13. Loan Charges. If the loan secured by this Security instrument 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 loan exceed the permitted limits, then, (a) any 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 Borrower which exceeded permitted limits will be refunded to Borrower, either by making a direct payment to Borrower if a reduced reduction will be treated as a partial prepayment without any prepayment fee, or by making a direct payment to Borrower if the reduction will be treated as a partial prepayment without any prepayment fee.

12. **SECURITY INSTRUMENTS AND ASSIGNEES** Section 12, Joint and Several Liability, Co-signatories, the Co-ownerships and co-occupancies of this Security instrument shall bind all beneficiaries of the successions and assignments of Leitor and several. Any Borrower who provides for paragraph 12, Borrower's co-signatories and co-owners shall be joint and several and Borrower subject to the provisions of this Security instrument shall benefit the successions and assignments of Leitor and several and Borrower's co-signatories and co-owners shall be liable without regard to the terms of this Security instrument.

11. BORROWER NOT RELIESED; FORBIDDEN RELEASE NOT A WAIVER. Extension of the time for payment of modification of the sums secured by this Security instrument granted by Lender to Borrower or Successor in interest of Borrower shall not release the liability of the original Borrower or Successors in interest of Borrower still not required to commence proceedings against him. Any tortfeasance by Lender to Borrower or Successors in interest of Borrower shall not be a waiver of or preclude the exercise of any right of remedy demand made by the original Borrower's successors in interest. Any tortfeasance by Lender to Borrower or Successors in interest of Borrower shall not be a waiver of or preclude the exercise of any right of remedy.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower, or if the conditions to make an award of a claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sums secured by this Security Instrument, whether or not then due.

In the event of a total taking or reversion of the property, the proceeds shall be distributed to the sums secured by this security.

any condition or limitation of other tailing of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property during normal business hours for the purpose of examining the condition of the Property and of verifying the existence of any claim or demand made by the Borrower.

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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. [Check applicable box(es)]

- Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 Other(s) [specify]

- Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider

- 1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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.

Witnesses:

Karen D. Douglas

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Witness

(Seal)
Witness

[Space Below This Line For Acknowledgment]

County as:

STATE OF ILLINOIS, COOK

I, the undersigned, a Notary Public in and to said county and state do hereby certify that 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 [REDACTED] signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of September, 1995.

Notary Public

My Commission expires: "OFFICE OF THE CLERK"
Joyce A. Daniels
This instrument was prepared by State of Illinois
CLOSING DATE: 11/14/95

FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
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FORM 3014-9/980

21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement in this Security Instrument but not prior to acceleration under paragraph 17 unless a publicable law provides otherwise). The notice shall specify: (a) the date given to Borrower, by which the cure of the default; (c) a date, not less than 30 days from the date of the notice, to cure the default; and (d) the date acceleration must be declared; and (e) the date acceleration must be declared by Lender to the date specified in the notice to cure the default. The notice shall inform Borrower of the amount due and payable, the nature of the default, the amount of interest accrued, and the amount of attorney's fees and costs of collection, if any, to be paid by Borrower.

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 recodification costs.

23. Waiver of Homestead. Borrower waives all right of homestead except as provided in the Property.

20. HazarDous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances that is in violation of any Environmental Laws, nor allow anyone else to do, anything affecting any Hazardous Substances that is in violation of the Property, or private party involving the Property, claim, demand, lawsuit or other action by any government or regulatory agency or private party to maintainance of the Property.

Borrower shall promptly give written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property, claim, demand, lawsuit or other action by any government or regulatory agency or private party to maintainance of the Property.

Borrower shall promptly take all necessary remedial actions to remove all actual knowledage, or is notified by any government or regulatory agency or private party to maintainance of the Property.

Environmental Laws or regulations that are necessary to remove any Hazardous Substances that affect the Property is regularly followed by any government or regulatory agency or private party to maintainance of the Property.

Regulatory authority shall promptly take all necessary remedial actions to remove all actual knowledage, or is notified by any government or regulatory agency or private party to maintainance of the Property.

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 combustible materials, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radionuclides.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

18. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have original equipment of this Security Instrument discontingued 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) unity of a judgment entered against this Security Instrument. Those conditions are:

- (a) Borrower paid all sums which he would be due under this Note as of no
- (b) crosses any other original instrument held by him
- (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the loan of this Security Instrument, Lender's rights in the Property and Borrower's obligations hereunder are protected.

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 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. If there is a change of the entity (known as the "Loan Servicer") that collects monthly payments due under the Note, the address to which partial payments should be sent will change and the address of the new loan servicer and the address to which partial payments should be sent will be given written notice of the change in accordance with paragraph 14 above and applicable law also may be changed.

federal law as of the date of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by secured by this Security Instrument.

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ADJUSTABLE RATE RIDER (1 YEAR TREASURY INDEX - RATE CAPS)

THIS ADJUSTABLE RATE RIDER is made this 10 day of September, 1993, 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 La Crosse Land Bank, Inc. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

318 1/2 Hyde
CALUMET COUNTY, WI 54010

(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 7.500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

B. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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(A) Change Dates

The interest rate I will pay may change on October 1, 1999, and on that day and 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 Two and Three / Quarters percentage points (2.7500%) 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 10.7500% or less than 4.7500%. 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 12.0000%, nor lower than 2.7500%.

(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.

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BORROWER

BORROWER

BARDOWE

www.english-test.net

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Agreement. Borrower shall give Borrower notice in full, Lender shall accept it and Lender exercises the option to require immediate payment if 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.

under the Note and this Security instrument unless Lender releases Borrower in writing.

Transferee of the Property or a Beneficial Interest in Borrower is sold or any part of the Property or a Beneficial Interest in Borrower is sold or transferred to a natural person without Lender's prior written consent. Lender may, at its option, require full payment in full of all sums secured by this Security Instrument. However, this option shall not be exercisable if Lender is prohibited by federal law as of the date of this Security Instrument, or if Lender has exercised this option to collect all sums secured by this Security Instrument. However, this option shall not be exercisable by Lender if exercise of this option would violate any provision of the instrument or any applicable law.

Section 4 above, Uniform Form Government 17 of the Security Instrument Contained in Section B 1 above shall be interpreted to be in effect and the provisions of Uniform Form Government 17 of the Security Instrument Contained in Section B 1 above, shall be read as follows:

11 Lender exercises this option. Lender shall give Borrower notice of acceleration if Lender fails to pay all sums secured by this Security Interest within 30 days from the date of this notice. 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.

Transfer of the Property or a Beneficiary interest in Borrower, if all or any part of the Property is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument.

1. Until Burrowes's initial fixed interest charges of an adjustable interest rate under the terms stated in Section A above, Uniform Government Act of the Securities Instrument shall be in effect as follows: