IC27469

TOF BANK ILLINOIS FOR

7600 SOUTH CITERO AVENUE

MAIL TO: TCF Bank Illinois 1420 Kensington #320 Oakbrook, IL 60521

BURBANK, IL 60459

MORTGAGE

THIS MORTGAGE is made this . 20 TH

day of BAR OCTOBER

19 94 between the Mortgagor ROBERT J. CONNULLY, DIVORCED AND NOT SINCE REMARRIED (herein "Borrower"), and the Mortgagos.

TOF DANK ILLINDIS FOO

, a corporation organized and

existing under the laws of THE FUNTTED BYATER OF AMERICA

whose address is BOL MARQUETTE AVE., MINNEAPOLIE, HN 55402

(horom "Lender").

WHERPAL Borrower is indebted to Lender in the principal sum of U.S. \$ 314,736.00 which indebtedness is evidenced by Borrower's note dated ... DCTOBER 20, 1994 and extensions and renewals thereof (herein Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on NOVEMBER OF, 2009

TO SECURE to Larger the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with intrinsi thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the coverents and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK . State of

LOT 14 IN FRANK DE LUGACUES 79TH CICERO GOLF VIEW, A SUBDIVISION OF THE EAST 1/2 OF THE NORTH NEST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MENIDION ALSO MIDDLE 1/3 OF NORTH 60 ACRES OF THE EAST 1/6 OF THE NORTH EAST 1/4 OF 30.0 SECTION 33, TOWNSHIP 30 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIA'S SAID MIDDLE 1/3 BEING WEST 1/2 OF THE EAST 2/3 OF SAID NORTH 60 ACRES ACCORDING TO THE PLAT SURVEY RECORDED SEPTEMBER 4, 1941, AS DOCUMENT 12750971 IN COUR COUNTY ILLINOIS.

OUNTY C

PIN # 19-33-204-014-0000

DEPT-D1 RECORDING Francisco Company of \$31.50 T\$0000 TRAN 9841 10/27/94 12:55:00

\$2249 \$ Cili #-94-917138 COOK COUNTY RECORDER

RIDER ATTACHED HERETO IS MADE A PART HEREOF.

8007 SOUTH LAMON,

BURBANK

which has the address of

Illinois

60459

[Street]

(herein "Property Address");

[City]

No. 1 Washer

12:0 Code l

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage;

and all of the foregoing, together with said property for the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"

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

092-226-0095133

ILLINOIS-HOME IMPROVEMENT-1/80-FRMA/FHLMC UNIFORM INSTRUMENT

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LND 35 (6/87) IL

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10. Berrower Not Release; Fathurshie By Landr Net a Willer, Extending of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lander to any eucosisor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbestance by Lander in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successers and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lander under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (a) agrees that Lander and any other Borrower hersunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that

Borrower's interest in the Property.

12. Nedes. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lander as provided herein, and (b) any notice to Lander shall be given by certified mail to Landar's address stated herein or to such other address as Lander may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be decired to have been given to Borrower or Lander when given in the manner designated herein.

13. Governing Lave Inversability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the property is located. The foregoing sentence shall not limit the applicability of Poderal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorney" rees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Berrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Lean Agreement. Bor owe, shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other ioan agreement, which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to conder, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

26. Transfer of the Property. If Borrower sells or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance suburdinate to this Morrgage, (b) a transfer by device, descent, or by operation of law upon the death of a joint tenant, or (c) the gran of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferce as if a new loan were being made to the transferce. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferce, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihedd of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted. Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such ontice to accelerate. Londer shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower falls to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower' mach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sure secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifyings [1] the breach; [2] the action required to cure such breach; [3] a date, not less than 10 days from the date the rootice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the same secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, obstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lander to unforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage II: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Londer in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall ramain in full force and effect as if no acceleration had occurred.

"19. Assignment of Rents: Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest

indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lander on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be beld in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower Interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Punds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Frinds held by Lender, together with the future monthly installments of Funds payable prior to the dua dates of taxes, assessments, insurance promiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance promiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower's or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance promiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

Lander may require.

Upon payment in full of all sums seevied by this Mortgage, Lander shall promptly refund to Borrower any Funda held by Lender. If under paragraph 17 herer, this Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately orior to the sale of the Property or its acquisition by Lender, any Funda held by Lender at the time of application as a credit a jainst the sums secured by this Mortgage.

3. Application of Payments. Unless applicable tay provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Livis., Burrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when dut. Derrower shall pay or cause to be paid all taxes, assessments and other charges, lines and impositions attributable of the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents. If any.

S. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Londer

may require and in such amounts and for such periods as Lender may require.

The insurance earrier providing the insurance shall be chosen by Borrower subject to approval by Londer: provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, dead of trust or other accurity agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Linder. Lender may make

proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 10 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance ber. It is, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property

or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds: Condominiums; Planned Unit Developrice in Borrower shell keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance rerminates in accordance with Borrower's and Lender's written agreement or applicable isw.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor

related to Lender's Interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lieu which has priority over this Mortgage.

Door Coot County Clert's Office

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

charge to Borrower. Borrower shall pay all costs of recordation, if any, and

21. Walver of Homestead, Borrower hereby waives all right of homestead exemption in the Property.

## REQUEST FOR NOTICE OF DEFAULT - AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITH ASS WHEREOF, Borrower has executed this Morigage.

	RODER	IT I CONNOLLY - KL	Borrower
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STATE OF ILLINOIS,	COOK	County ss:	
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## Mul TOF Bank Illinois 1420 Kensington #320 Oakbrook, IL 60521

**DUE-ON-TRANSFER RIDER** 

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

20TH day of OCTOBER This Due-On-Transfer Rider is made this incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to TOF BANK ILLINOIS FSB (the "Lender")

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

BOOT SOUTH LAMON TO BURBANK TO IL.

(Property Address)

AMENDED Co. EMANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree is fellows:

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

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. Transfer of the Property or a Benevial atterest in Borrower, If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliences. (c) a transfer by devise, descent or by operation of law upon the death of a joint is tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Security Instrumen, (1) be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mul Bo rower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums 50 declared due. If Borrower fails to pay such sums prior to the expirition of such period, Lender may, without further notice or demand or Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasons by determines that Lender's security will not be impaired and that the risk of a breuch of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be psyable on the sums secured by this Security Instrument at a rate acceptable to Lender. (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate in different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agricult that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as prondition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender wleases Borrower in writing

IN WITNESS WHEREOF, Borrower has executed this Due-On-Transfer Rider.

Borrowa

# CONTRACTOR NOTES

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### TCF Bank Illinois OFFICIAL C 1420 Kensington #320 Oakbrook,\*IL 60521

19 24 OCTOBER THIS VARIABLE RATERIDER is made this 20TH day of and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Horrower's Consumer Loan and Security Agreement to

BANK FILL INDIS FOR 84 (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

8002 SOUTH LAMON, BURBANK, TL

(Property Arkirose)

The Note contains provisions allowing for changes in the interest rate whenever the "Index rate" changes, and for annual adjustments to Borrower's payment amount, adjustments in the loan term or adjustment to Borrower's final payment amount.

ADDITIONAL CONTNANTS.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as

CHANGES IN PAYMENT CHEDULE DUE TO INTEREST RATE CHANGES.

W, and also provides for changes in the interest rate 10.18 The Note provides for artinitial annual interest rate of and payment schedule as follows:

22.40 % in excess of the highest U.S. Prime Rato published daily in Borrower's rate will be a variable and uni rate of and the Wall Street Journal under,"Money ke es" (the "index rate"). If the index becomes unavailable, Lender will select, to the extent permitted by applicable laws and regulations, sor to ther interest rate index that is comparable to the index and will notify Borrower of the change. Lender will recalculate and reset the annual interest rate each business day (excludes Saturday, Sunday and legal holidays), to refleet changes in the index rate. To figure the Anni al Percentage Rate, Lender adds - 2 - 40 percentage points to the index in effect the previous business day. Lender will change the Karawi Percentage Rate on the first business day (excludes Saturday, Sunday and legal holidays) following the day that the index change is published. The interest rate will never be more than 1.2 . OO % per year or less than 9.09% bet year. The interest rate in effect on the date 120 days before the final payment is due will be the rate Lender charges after that clate.

the amount of the monthly payment was change annually on each anniversary thate of the first payment due date. Lender will determine amount in full by the final payment due date. Lender will give to Born were notice of any changes in the most the final payment due date. Lender will give to Born were notice of any changes in the most the final payment due date. (but no more than 120 days) before the date when the change becomes ofer tive. Lender will use the interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. If the Note has not been paid in full by . Borrower will pay the remaining un paid principal and accrued interest in full on that date.

NOVEMBER 8, 2009 Borrower will continue to make regular monthly payments until the unpaid principal and interest due under the Note have been paid in full. Interest rate increases may extend the original payment schedule. If the Not, has not been paid in full by

. Borrower will pay the remaining unpaid practical and accrued interest in full on that date. Borrower's final payment will be adjusted so that the unpaid principal and interexed to under the Note will be paid in full. NOTICE.

Lender will give to Borrower a notice at least once each year during which an interest rate a journment is implemented without an accompanying change in the amount of the monthly payment. The notice will include the current and prior interest rates, a statement of the loan balance and other information required by law and useful to Borrower. LOAN CHARGES.

If the loan secured by the 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 permitrial limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any surar already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note. LEGISLATION.

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Variable Rate Rider (other than this paragraph) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Variable Rate Rider, or of diminishing the value of Londer's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF Borrower has executed this Variable Rate Rider,

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