94932850

When Recorded Mail to:

STM Mortgage Company d/b/a The Chief Financial Group

1Space

1250 Mockingbird Lane

Suite 600

Dallas, TX 75247

ATTN: Loan Control Department

94932850

MORTGAGE

Recording Data

THIS MORGOZO COScurity Instrument') is given on October 28, 1994. The mortgagor is RAMONA A. EARLEY, A SINGLE PERSON NEVER MARRIED ("Botrower"). This Security Instrument its given to STM Mortgage Company, a Texas Corporation, d/b/a The Chief Financial Group, which Corporation is organized and existing under the laws of the State of Texas, and whose address is 1250 Mockingbird Lane, Suite 600, Dallas, TX 75247 ("Lender") Borrower owes Lender the principal sum of Eighty-Five Thousand and No/100 Dollars (U.S. \$85,000.00). 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 November 1, 2023. 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 deschereby mortgage, grant and convey to Lender the following described property located in COOK County, ID: 1003:

LOT 134 IN COUNTRY CLUB HILLS UNIT NO.7, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 2 RODS OF THE WEST 80 RODS AND EXCEPT THE

EAST 50 FEET THEREOF)OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID# 31 03 313 030, VOL. 178.

DEF!-01 RECORDING

1922 TRAN 605

COUNTY

\$33.50

TRAN 6052 11/02/94 13:19:00

\*-94-932850

FOUR COUNTY RECORDER

which has the address of 19020 S. LORETTO LANE, COUNTRY CLUB HILLS, IL 60478 ("Property Address");

TOGETHER WITH all the improvements now or hereafter creeted 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 seised 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

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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 9/90 Amended 5/91/ (page 1 of 5 pages)

221841-0

UNIFORM COMESANTS Borrower and Lender covenant and agree as follows: t. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under

the Note

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("bunds") for the venily taxes and assessments which may attain priority over this Security Instrument as a ben on the Property, the yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard or property insurance premiums. (d) yearly flood insurance premiums, if any, ter yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in freq of the payment of mortgage insurance premiums. These items are called "Escrow-Items." Lender may at any time, coffect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Senfement. Procedures. Act of 1974 as amended from time to time, 12 U.S.C. U.2001 et veg. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender it Lender is such an institution) or any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds. apply me rands to pay the excrow tems. Lender may not charge Borrower for holding and applying the Funds, inmustly anals, inj. the excrow account, or verifying the Escrow hems, unless Lender pays Borrower interest on the Funds and applicable law permits. Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds Borrower and Lender way agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charde an animal accounting of the Funds showing credits and debits to the Funds and the purpose for which each advit to the Funds was made. The Funds are pledged as additional security for the source secural by the Security Distriment.

sums secured by this Security Vistiment.

If the Finids held by Lender second the amounts permitted to be field by applicable law, Lender shall account to Borrower for the excess funds on accordance with the requirements of applicable law If the amount of the Funds held by Lender at any time that sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such one Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the generatory in no more than twelve monthly payments, at Lender's sole

Upon payment in full of all sums scered by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender 16 under maragraph 21. Lender shall acquire or self the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Fends held by Lender at the time of acquisition or sale as a credit against the sums secured by a s. Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs. I and 2 shall be applied: first, to any precayment charges due under the Note; second, to amounts payable under paragraph. 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note. the Note.

4. Charges; Liens. Borrower shall pay all taxes, asse somets, charges, fines and impositions attributable to the Property which may attain priority over this Security histoment, and leasehold payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person oved payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly turnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any ben which has priority over any security Instrument unless Borrower.

(a) agrees in writing to the payment of the obligation secured by the ficu in a manner acceptable to Lender; (b) contests in good taith the fien by, or detends against enforcement of the ficu in, legal proceedings which in the Lender's opinion operate to prevent the entorcement of the lien; or (c) scarz's from the holder of the lien agreement satisfactory to Lender subordinating the lien to this Security Instrument. It Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions

set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property 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 any other hazards, including floods of flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the assurance shall be chosen by Borrower subject to Lender's approval which shall not be increasinably withheld. If degrees rights maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights

in the Property in accordance with paragraph 7.

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 proceed to prin

extend or postpone the due date of the monthly payments referred to in paragraphs 4 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 of Property; Borrower's Loan Application;

Leaseholds. Borrower shall occupy establish, and use the Property as Borrower's principal residence within sixtument 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 judgement could result in forfeiture of the Property or otherwise materially impair the hen created by this Security Instrument or Lender's security interest. Borrower may cure such a default and remstate, 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 ben created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave material false or maccurate 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 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 agree

ments 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to

Any amount 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 any date of disbursement at the Note rate and shall be payable, with interest, upon notice

from Lender to Borrov er requesting payment.

8. Mortgage Insularce. 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 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 insurance previously by Lender If substantially equivalent mortgage insurance coverage is not available. Borrower shall prove the cach month a sum equal to one twelfth of the yearly nortgage insurance premium being paid by 10,17 were when the insurance coverage lapsed or ceased to be in effect. Lender multiple and return these processes a loss receive in light of mortgage insurance. misurance premium being paid by receiver when the insurance coverage tapsed 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 optior of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required (a) naintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance rack in accordance with any written agreement between Borrower and Lender, or applicable law. and Lender or applicable law.

9. Inspection. Lender or its agent may made reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or pair to an inspection specifying reasonable cause for the

inspection.

10. Condemnation. The proceeds of any award of slaim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Froperty, or for conveyance in lieu of condemnation,

are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the process shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking Security Instrument, whether or not then due, with any excess prid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property in mediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (i) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or roless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. are then due

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

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 r change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest of borrower shall not operate to release the habitity of the original borrower of borrower's 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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of 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 regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which seis 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. 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 without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument, shall be given by delivering it or by mailing it by 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 Lender. Any notice to Lender shall be given by first class mail to Lender's address stated fierein or any other 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 Lender when given as provided in this paragraph.

45. Governing Law; Severability. This Security Instrument, shall be governed by federal law and the law of the purisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the

provisions of this Security Instrument, and the Note are declared to be severable.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums sooned 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

18. Borrower Pint to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have entorcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement), before sale of the Property pursuant, to any power of sale contained in this Security Instrument, or (b) entry of a judgment entorcing this Security Instrument. Those conditions are that Larrower. (a) pays Lender all sums which then would be due under this Security Instrument and the Note as 1 no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses moured in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fees; and (c) 2d/5 such action as Lender may reasonably require to assure that the hen of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue un/hanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall ornion fully effective as if no acceleration, had occurred. However, this right to reinstate shall not apply in the care of acceleration under paragraph 17

19. Sale of Note; Change of Loan Service. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more tracs without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or nore changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental. Law The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Fazordous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which Borrower has actual knowledge. If Portower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance

with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, or ter lammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials como ning asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law "ac'us federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

# 94937850

# **UNOFFICIAL COPY**

with this Security Instrument, the cover	ent. If one or more riders are executed by Borrower and recorded together mants and agreements of each such rider shall be incorporated into and mants and agreements of this Security Instrument as if the rider(s) were each applicable box(es)}	
X Adjustable Rate Rulet	Condominum Rider	
Graduated Payment Rider	Planned Unit Development Rider Biweekly Payment Rider	
Balloon Rider	Rute Improvement Rider Second Home Rider	
Other:		
By Signing Below, Borrower accountstrument and in any rider(s) execute	epts and agrees to the terms and covenants contained in this Security ed by Borrower and recorded with it.	
PAMONAN E, RLEY	(Seal) Borrower	
900		
Witness	Witness	
	Acc Below This Line For Acknowledgment)	
STATE OF ILLINOIS )	er winn im mie in demonialiseni	
COUNTY OF WALL		,
before melthis day in person, and acknowle free and voluntary a Given under my hand and official seal	st, for the uses, and purposes therein set forth. 1000	
GENANDA C. TATUM  to a moder, State of Illinois	Notery Public	
My Commission-Expires 6/17/98	<i>y</i> ,	

This instrument was prepared by: STM Mortgage Company, a Texas corporation, d/h/aThe Chief Financial Group, 1870 Roselle Road, Suite #107, Schaumberg, IL 60195.

## ADJUSTABLE RATE RIDER

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

THIS ADDISTABLE RATE RIDER is made this 28th day of October, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to STM Mortgage Company d/b/a The Chief Financial Group, a Texas Corporation (the "Lender" or "Note Holder") of the same date and covering the property described in the Security Instrument and located at:

## 19020 S. LORETTO LANE, COUNTRY CLUB HILLS, H. 60478

(Property Address)

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

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

#### A. ADJUSTABLE RATE, AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.250%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

#### 4. ADJUSTABLE INTEREST KATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The adjustable interest rate 1 will pay may change on the first day of November, 1995,, and on that day every 12th month thereafter. Each date in which my adjustable interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Fractury securities adjusted to a constant maturity of t 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 that is based upon comparable information. The Note Holder will give me notice of this choice.

### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three-Fourths percentage points (2,750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one eighth of one percentage point (0,123%). 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 pryment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date is full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation vill b: the new amount of my monthly payment.

## (D) Limits on Interest Rate Changes

The interest rate 1 am required to pay at the first Change Date will not be greater than 9.250% or less than 5.250%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than Two percentage point(s) (2.000%) from the rate of interest 1 nave oven paying for the preceding 12 months. My interest rate will never be greater than 13.250%, which is called the "Maximum Rate."

#### (E) Effective Date of Changes

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

## (F) Notice of Changes

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

## B. FIXED INTEREST RATE OPTION

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

### 5. FIXED INTEREST RATE CONVERSION OPTION

#### (A) Option to Convert to Fixed Rate

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

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

If I want to exercise the Conversion Option, 3 must first meet certain conditions. Those conditions are that:
(i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder, a conversion fee of U.S. \$250.00; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

#### (B) Culculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 40 year fixed tate mortgages covered by applicable 60 day mandatory delivery commitments, plus five-eighths of one percentage point (0.125%), or (ii) if the original term of the Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60 day mandatory delivery commitments, plus five-eighths of one percentage point (0.125%), rounded to the nearest one eighth of one percentage point (0.125%), if this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the "Maximum Rate" stated in Section 4(D) above.

#### (C) New Payment Amount and Effective Date

payment that we did be sufficient to repay the impand principal I am expected to owe on the Conversion Date in full on the Maurity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date (1906) pay the new amount as my monthly payment until the Maurity Date.

#### C. TRANSFER OF THE POPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

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

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

If Lender exercises the option to require immediate paymer. In full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not fess than To lays from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this occurry 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.

2. If Borrower exercises the Conversion Option under the conditions sized to Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C I above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

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

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

By Signing Bellow, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

RAMONA A. EARLEY (Seal)