DBA COMMONWEALTH UNITED MTG To William of the cay be be I compared to the contracting 1301 N. BASSNOOD, ATH FLOOR William requirement of the company of BCHAUMBURG, ILLINOIS 60173 (Fig. 18 appeared of stances of land to transcent to the second to the se To more to the more not reporte outs in All gree outs may to 195699 the bear Widow 13 1929 COOK COUNTY RECORDER JAMES IN I. Per earner Principal, Interest and Late Charge. To up to be the extension of the firm to do the and account [Space Above This Mas For Recording Data] State of illinois

the respective of the content of Solding on talk onger a wood than one , who no constrainte, at to different are than a flatte for talk yells are come to the earlist and after any it will THIS MORTOAGE ("Secontry instrument") is given on Discember 22, 1993 The Mortgagor is WARTHA VINCES, AN UNMARRIED WOMAN AND MIRIA ARQUETA, AN UNMARRIED WOMAN AND JOSE LUIS ARGUATA, MARRIED TO AMALIA ARGUETA, ("Borrower"). This Security instrument is given to BANK UNITED OF TEXAS FEB of the Limit was to the telegraph of the transfer of the contraction o Lemantes de la deservició en en en entre en en margio emprés de la legion en en en en debena en instituir result restricted to the second of the second of the second of the Borrower ower Londer the principal sum of MINETY FIVE THOUSAND FOUR HUNDRED EIGHTY ON AND 00/100 Dollars (U.S.S.) *** 95, 481.00:). This distribution of hy Borrower's note this same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, Cast paid entitier, due and payable on DANUARY 01, 2024 we see at hithis Security Instrument secures to London (a) the represent of the debt evidenced by the Note, with interest, and all renowns, extensions and modifications; (b) the payment of all othersoms. with interest, sudvanced ourider paragraphs 6 stot protect athe ascourity of this Security Instrument, and (9) the performance of Bortower's covenants and agreements under this Security Institution of each the Note. For this purpose. Borrower does hereby mortgage, grant and convey to Lender the following described property located in had and read to come that was he all of him a **cook**) by paracelled air see, he call a **county.** Illinolar LOT 4 IN BLOCK 7 IN SUBDIVISION OF BLOCKS 37 77 12 AND 14 (EXCENT) THE NORTH 187 FEET OF SAID BLOCK 14) IN BUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13, MEAST OF THE OTHER DECISION AND PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
P.I.N. 6(180) 29-209-004 pp of the fit that a department of the activity of the fit that a department of the activity of the fit that a department of the activity of the fit that a department of the activity raids for an est of the society at an or object solding of the appropriation of the section institute a promoto attorio and to a second professional and a second professional and a second seco more than the beautiful of the first the transfer of the following the many particular and principles (Zip Coxle) ("Proplitty Address") 2307 SOUTH 59TH STREET, CICERO which has the address of 60650 Illinois PHA Illinois Mortgage - 4/92 4R(IL) (0212) YMP MORTGAGE FORMS (212)287-8100 1(800)631-7281

INTERCOUNTY II

TOGETHER WITH all the improvements now or hereafter creeted on the property, and all casements, rights," appartenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the orincipal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments evied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an ginount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full amount for each item shall be accumulated by Lender within a period ending one month before unitem would become de inquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments and by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such 15 ms when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when duttoen Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes a.v...

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Usban Development or his or her designee. In any year in which the Londer must pay a mortgage insurance premium to the Secretary (or any year in which such premium would have been required if the Lender still held the Security Instrument), each monthly payment shall also include either: (i) an installment of the annual mortgage insuran a premium to be paid by Lender to the Sceretary, or (ii) a monthly charge instead of a mortgage insurance premium if any. Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Scoretary, or if this Security Instrument is held by the Secretary, each morthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Park.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument. Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mentage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower, Immediately prior to a forcelosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

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

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

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note:

Fifth, to late charges due under the Note.

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4. Fire, Flood and Other Hazard Inhurance. Horrower shift insure all improvements on the Property, whether flow in existence or subsequently elected, against any historia, against and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently creeted, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower Hiall give Lender immediate redict by mull. Lender may make prior of loss if not made promptly by Borrower Each insurance company concerned is liefely authorized and directed to make payment for such less directly to Lender, instead of the Borrower and to Lender children countries applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instituted in the total and delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any executionary proceeds over an ambunit regular to pay all officianding indebtedness under the Note and this Security Instrument shall be paid to the citilty legally builted thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and abovest of Borrowet in and to happing policies in force shall pass to the purchaser.

- Leaseholds, Borrower shall occupy, exact jirk, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instantant and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist, which are beyond Borrower's control, Borrower shall notify Lender of any extenuating circumstances exist, which are beyond Borrower's control, Borrower shall notify Lender of any extenuating circumstances, Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan supplication process, gave materially false or inaccurate information to a 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, so a cringinal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, 1, Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the accrete, in writing
- Charges to Borrower and Protection of Lander's Rights, in A. Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If fallure to pay would adversely affect Lender's interest in the Property, upon Londer's request Borrower shall, promptly family to Lender regulate evidencing these payments. The lander is the state of the payments of the payments of the payments of the payments required by paragraph 2, or fails operform any other

overants and agreements contained in this Security, instrument, or there is a logal proceeding that may either coverants and agreements contained in this Security, instrument, or there is a logal proceeding that may significantly affect Lender's rights in the Property. (such as a proceeding in bankraptey, for condemnation or is enforced laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

red treating to many of the red in a cold recent of the spine I red from a unifor the red from the content of the red from the proceeds of any award or claim for daniages, director consequential, in connection with any condemnation or other taking of any part of the Property, other conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of

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the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

- 8. Fees, Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - (a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior

to or on the due date of the next monthly payment, or

- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) Sale without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or pure of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or

otherwise transferred (other than by devise or descent) by the Borrower, and

- (ii) The Property Da not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (c) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Let within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender: failure to remit a mortgage insurance premium to the Secretary.
- 16. Reinstatement. Borrower has a right to be reinstated if Lender has required instanciate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after forcelosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall carder in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, forcelosure costs and reasonable and customary attorneys' fees and expenses properly associated with the forcelosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of forcelosure proceedings within two years immediately preceding the commencement of a current forcelosure proceeding, (ii) reinstatement will preclude forcelosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signors. 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 9.b. Borrower's covenants and agreements aball 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 with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Londer. Any notice to Londer shall be given by first class mail to Lender's address stated herein or any address Lander designates by notice to Borrower, Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Londor when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect which out the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable and a financial contact of the security Instrument and the Note are declared to be severable and a financial contact of the security instrument and the Note are declared to be severable and a financial contact of the security instrument and the security in the security instrument and the Note are declared to be severable and a security instrument of the security instrument and the Note are declared to be severable.
- 1200 15. Borrower's Copy. Borrower shall be given one conformed popy of this Scourity Instrument, were have the conformed popy of this Scourity Instrument.
- 16. Assignment of Rents. Borrower unemplittonally assigns and transfers to Lender all the rents and revenues of the Property. Borrower withorizer Lender or Lando, a neona to collect the rents and revenues and hereby directs quen tenant of the Property to pay the rents to Lender conder's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the beneft of Londer and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all wals received by Borrower shall be held by Borrower as trustee for bunufit of Lender only; to be applied to the sums soulired by the Sculitty Instrument; (b) Lightler shall be untilled to collect and receive all of the rents of the Property; and (e) each tenent of the Property shall pay all rents due and impaid to

Lender or Londer's agent on Londor's written demand to the tenant.

So of Borrower has not excepted any prior assignment of the rents and has not and will not perform any act that would ntexent Lender from exercising its rights under this puragraph 16.

who become the same of some strong or have a sur-

Lender shall not be required to enter upon, take control of or maintal; the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may so so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

NON-UNIFORM COVENANTS. Borrower and Londer further covenant and agree as fellows:

- 17. Foreclosure Procedure. If Lender requires immediate payment in full under pagagraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lander shall be entitled to collect at expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys! fees and costs of title evidence. A second of
- 18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without clearing to Borrower-Borrower whalfull play the ordering the college of the c

and the order of a few papers provide attended the groups from a surger over attended for the second couping Salage of the first terms find a not be the sequence makes at the distribution of the second of the second

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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	20. Riders to this Security Instrument. If one or more this Security Instrument, the coverants of each such rider she coverants and agreements of this Security Instrument as if tapplicable box(es)]	nto and shall amend and supplement the			
	Condominium Rider Graduated Ps Planned Unit Development Rider Growing Equ		MOTHER Specify ADJUSTABLE RATE	: RIDER	
	BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: MARTIA VINCES Borrower				
		MARTIA VINC	ARQUETA	-Borrower (Scal)	
623131959	Amalia prqueta (Scal) AMALIA ARGUETA IS EXECUTING THIS BOTTOWER	OSE LUIS A	ins armita		
	I, Ithi undicated and maria argueta and jose luis argueta				
	name(s) subscribed to the foregoing instrument, appeared before	personally known to ore me this day in pers	o me to be the same perso	t	
•	therein set forth. Given under my hand and official seas and AL SEAT BUARDO. LARA My Commission Expires: My Commission Expires: My Commission Expires 5-28-9	Jay of Dec		93	
	This Instrument was prepared by: MICHAEL BORTA	Maria I come		ı	

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medical in the control of the ADJUSTABLE RATE RIDER and a

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THIS ADJUSTABLE RATE RIDER is made this the barrier of the barrier and a supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the andersigned ("Borrower") to secure Borrower's Note ("Note") to 'BANK "UNITED OF TEXAS

PRESIDENT SERVICE CONTINUEST: FREEWAY, #2000; NOVETON, TEXAS 77027

(the "Leriver") of the same thate and covering the properly described in the Security Instrument and located at: 2307 SOUTH 59TH STREET, CICERO, TILLINOIS 60650

and a Changley train (Property Address) and beautiful and a second second and

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

ADDITIONAL COVENANTS. In addition to the povernme and agreements made in the Security Instrument, Borrower and Lender further coverment and agree of follows:

INTERESTRATE AND MONTHLY PAYMENT CHANGES to be desired

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(A) Change Date of the distribution of section and child almost selected to the control of the c

The interest rate may change on the first day of APRIL , 1995 , and on that day of charge charge Date" in case with date or, which the interest into could charge Date" means cath date or, which the interest into could charge Date.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted a geometrial maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary means the Secretary of Housing and Urban Development or his or her designes." Lender will give Borrowe notice of the new Index.

(C) Calculation of Interest Rute Changes and the

Before each Change Date, Lander will calculate a new interest rate by adding a margin of

TWO AND ONE-HALF percentage point(s) (*2.500 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by mare than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than live percentage points (5.0%) higher or lower than the initial interest rate.

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(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Londer will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the now monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly on ment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Take of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph (P) of his Pider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of his Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's colligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

BY SIGNING BBLOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

ope Ling argue	The (Scal)	MARTHA VINCES	(Sea)
JOSE LUIS ARGUETA	Borrower	MARTHA VINCER	Borrywer
,	(Scal)	MARIAIARGUETA	(Scal
	Borrower	MARIA ARGUETA	Bornwei
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