

PREPARED BY:
PAULA MONCIVAIZ
NORTHBROOK, IL 60062

UNOFFICIAL COPY

44252157

RECORD AND RETURN TO:

CHICAGO MORTGAGE, AN ILLINOIS CORPORATION
1200 SHERMER ROAD SUITE 220
NORTHBROOK, ILLINOIS 60062

(Space Above This Line For Recording Data)

MORTGAGE

051890206

THIS MORTGAGE ("Security Instrument") is given on MARCH 14, 1994
JOHN H. SCHIELE
AND JAY ANNE M. SCHIELE, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
CHICAGO MORTGAGE, AN ILLINOIS CORPORATION,

DEPT-61 RECORDING \$35.00
T40014 TRAN 1141 03/21/94 11521100
\$8988 4 *-94-252157
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 1200 SHERMER ROAD-SUITE 220
NORTHBROOK, ILLINOIS 60062
TWO HUNDRED TWENTY EIGHT THOUSAND
AND 00/100

, and whose

"Lender"). Borrower owes Lender the principal sum of
Dollars (U.S. \$ 228,000.00).
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 APRIL 1, 2024.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in COOK

County, Illinois:

LOT 4 IN WOODLAND PARK, BEING A SUBDIVISION OF THAT PART OF THE
NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE
CENTER LINE OF HAPP ROAD, IN COOK COUNTY, ILLINOIS.

04-24-200-042

which has the address of 600 HAPP ROAD, NORTHFIELD
Illinois 60093

Street, City ,

Zip Code

("Property Address");

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

(S-GRILL) (SICL)

VMP MORTGAGE FORMS - (312)283-8100 - 1800/621-1291

Page 1 of 8

DBB-1088
Form 301A 9/90

Initials: JMS

PHIG

✓ 35.00

5. Hazard or Property Insurance. Borrower shall keep the improvements, only 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 or 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 insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to 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 extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the requisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

DPP 1001

Form 301C 2/80

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Form 39(1)(9)(b)
Date 10/02

Form 39(1)(9)(b)

Form 39(1)(9)(b)

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

to be severable.

15. **Effect without the note.** To this end the provisions of this Security Instrument and the Note are declared void without the application of law; such contract shall not affect other provisions of this Security Instrument or the Note which can be construed in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note is construed as void under the law of the State in which the Property is located, any other clause of this Security Instrument or the Note which can be given effect without the application of law, such contract shall not affect other provisions of this Security Instrument and the Note are declared void without the application of law.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be governed by the federal law and the law of the State in which the Note was issued or any other address designated by notice to Borrower. Any notice to Lender shall be given by first class mail to Lender at address specified herein or to Lender's agent despatched by notice to Lender. Any notice to Lender shall be provided for in this Security Instrument shall be deemed to have been given to Borrower of Lender within given as provided in this paragraph.

13. **Loan charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, 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 Lender.

12. **Succesors and Assigns; 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 law. In the event that the note is finally interpreted so that the interest of either loan charges is 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 Lender.

11. **Borrower Not Released; Foreclosure.** Lender shall not be liable for any sums secured by this Security Instrument and the Note unless Lender has reason to believe that Lender is exercising any right of remedy against the Borrower or his successors or assigns or for any sum secured by this Security Instrument for payment of the Note, if Borrower fails to pay the sum secured by the Note.

If the Borrower fails to pay the sum secured by this Security Instrument for payment of the Note, Lender shall not be liable for any amounts paid by Lender to any successor in interest of Borrower who co-signs this Security Instrument but does not exercise the right of remedy against the Borrower or his successors in interest of the Note, if Borrower fails to pay the sum secured by this Security Instrument for payment of the Note.

10. **Condemnation; Loss of property.** Lender shall not be liable for the loss of the property or for damage to the property resulting from condemnation or other proceedings. Lender shall not be liable for any sum awarded by a court or otherwise awarded by the Borrower or the Lender to any other person.

Lender shall not be liable for the loss of the property or for damage to the property resulting from any award made to the Borrower or Lender or to any other person.

If the Borrower fails to pay the sum secured by his Security Instrument for payment of the Note, Lender shall not be liable for any sum awarded by Lender to any other person.

In the event of a total taking of the property, the proceeds shall be applied to the sum secured by this Security Instrument whether or not the sum is due. If the sum secured by the security instrument is less than the sum due, the proceeds shall be applied to the sum secured by this Security Instrument whether or not the sum is due.

10. **Condemnation.** Lender shall be liable for the amount of any part of the property, or for damages in lieu of condemnation, are hereby assessed and condemned or of other taking of any part of the property.

9. **Inspection.** Lender or his agent may make reasonable inspection of the property, Lender shall give Borrower notice at the time of a notice of claim for damages, direct or consequential, in connection with any

the premises required to maintain mortgage instrument in effect, or to provide a loss reserve, until the requirement for mortgage payments may no longer be required, at the option of Lender, it 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

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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 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 mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without 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 more 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 Hazardous 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 or Environmental Law of which Borrower has actual knowledge. If Borrower 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, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means 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. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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DPS 1094

Form 3014 9/90

OFFICIAL SEAL
MAILED CAROLINE SCHILLER
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 8/17/95
MAILING ADDRESS
RECEIVED IN COOK COUNTY CLERK'S OFFICE
MAY 11, 1995
RECEIVED IN COOK COUNTY CLERK'S OFFICE
MAY 11, 1995

This instrument was prepared by

Notary Public

My commission applies

Given under my hand and attested seal this 11 day of May in the year 1995 signed and delivered the said instrument as **TRUST** free and voluntary act, for the uses and purposes herein set forth, subscribed to the following instrument, appeared before me this day in person, and acknowledged that **They**, personally known to me to be the same persons(s) whose name(s)

and JOHN H. SCHIELE AND GAY ANNE M. SCHIELE, HUSBAND AND WIFE, do hereby certify that they, as Notary Public in and for said county and state do hereby certify

(County ass)

COOK

STATE OF ILLINOIS.

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Adjustable Rider

Conditional Rider

Standard Rider

[Check applicable boxes]

Security Instruments and documents of this Security Instrument as if the rider(s) were a part of this Security Instrument. The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the Security Instruments. The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the Security Instruments, if one or more riders are executed by Borrower and recorded together with this Security Instruments.

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ADJUSTABLE RATE MORTGAGE RIDER 051890208

THIS ADJUSTABLE RATE MORTGAGE RIDER is made this 14TH day of MARCH, 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 CHICAGO MORTGAGE, AN ILLINOIS CORPORATION
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

600 HAPP ROAD, NORTHFIELD, ILLINOIS 60093

THE NOTE CONTAINS PROVISIONS 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 RATE AND MINIMUM RATE THE BORROWER MUST PAY. THE NOTE MAY ALSO CONTAIN THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED INTEREST RATE.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

The Note provides for an initial interest rate of 6.5000. The Note provides for changes in the adjustable interest rate and the monthly payments, a fixed rate conversion option and transfer provisions as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) CHANGE DATES

The adjustable interest rate I will pay may change on the first day of APRIL, 1, 1999 and on that day every 12th month thereafter. Each date on 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 monthly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. 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 (2.7500) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) LIMITS ON INTEREST RATE CHANGES

The interest rate that I am required to pay at the first Change Date will not be greater than 8.5000 or less than 4.5000. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.00%) from the rate of interest I have been paying for the preceding 12 months. So long as I have not exercised my Conversion Option under Section 5 of this Note my interest rate will never be greater than 11.8750, which is called the "Maximum Adjustable 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.

5. FIXED INTEREST RATE CONVERSION OPTION

I have a "Conversion Option" if marked (X) below. If there is no (X) marked, then a Conversion Option does not apply to my loan.

- (A) I do not have a Conversion Option.
(B) I have an option to convert to a fixed rate as described below.

(B-1) I have a Conversion Option that I can exercise, unless I am in default or this Section 5(B) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B-2) below.

The conversion can take place at any time after one year from the due date of my first payment. The "Conversion Date" will be the first day of the month after I have satisfied all of the conditions below, as determined by the Note Holder. If I want to exercise the Conversion Option, I must first satisfy any condition which may be required by the Federal National Mortgage Association as a condition to its purchasing the loan at the time of conversion. I must also satisfy the following conditions: (i) I must give the Note Holder 15 days advance 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) prior to the Conversion Date, I must pay the Note Holder a conversion fee of \$500.00; (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion; and (v) I may have to pay an appraisal fee and prepay a portion of the principal balance of the loan under the following circumstance: If at loan origination, the principal amount of the loan is greater than 80% of the stated value of the appraisal report obtained in connection with my loan and private mortgage insurance from a company acceptable to the Note Holder is not in force in connection with the loan, then a new appraisal of the property securing the loan may be required. I cannot exercise the Conversion Option unless I pay an amount which is enough to reduce the amount I will be expected to owe on the Conversion Date to an amount equal to 80% of the new appraisal's stated value of the property.

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DPS 3354

CONVENTIONAL MORTGAGE NOTE - SINGLE FAMILY VA E-DRAFT INDEX

Borrower

Borrower

(Sole)

(Sole)

JOHN H. SCHWARTZ
JAY ANNE M. SCHWARTZ

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.
remedies permitted by this Security Instrument without further notice or demand on Borrower.
this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any
not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by
Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of
by federal law as of the date of this Security Instrument.

sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited
without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all
interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a
TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any

Government 17 of the Security Instrument shall instead be described as follows:
Covenant 17 of the Security Instrument described in Section 12(A) above shall then cease to be in effect, and Lender

(B) If exercises my Conversion Option under the conditions stated in Section 5 of this Adjustable Rate Note. Uniform
demand on Borrower.

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

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

impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is
new loan being made to the transferee, and (b) Lender reasonably determines that Lender's security will not be
borrower causes to be submitted to Lender information required by the Lender to evaluate the intended transfer as if a
prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if
sums secured by this Security Instrument. However, at its option, require immediate payment in full of all
natural persons without Lender's prior written consent, Lender may, at its option, sell or transferred and Borrower is not a
TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any
Uniform Covenant 17 of the Security Instrument described in Section 5 of this Adjustable Rate Note.

(A) Until I exercise my Conversion Option under the conditions stated in Section 5 of this Adjustable Rate Note,
described as follows:

"Security instrument. I do the same date as this Note, protects the Note Holder from possible losses that might result if
I do not keep the promises I make in this Note. That Holder from all amounts I owe under this Note. Some of those conditions I
In addition to the provisions given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the
monthly payment until the Maturity Date.

12. UNIFORM SECURED NOTE

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that
would be sufficient to repay the Note Holder from the Conversion Date in full on the Maturity Date
at my new fixed interest rate by using comparable information. My new rate calculated under this Section (B-2) will not be
determined net yield cannot be determined because the applicable commitment are not available, the Note Holder will
greater than 11.8750.

If this required net yield cannot be determined by using comparable information. My new rate calculated under this Section (B-2) will not be
determined my interest rate by the unpaid principal balance, which is called the "Fixed Maximum Rate".

Add 0.375% for unpaid balances from \$203,150.00 to \$450,000.00
0.875% for unpaid balances from \$450,001.00 and Higher
1.125% for unpaid balances from \$450,001.00 and Higher

My new fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of the
date 15 days before the "Conversion Date" specified by the Note Holder for 30-Year fixed rate mortgages covered by
applicable 60-day mandatory delivery commitments, plus a percentage ranging from three-eighths of one percentage
point (0.375%) to one and one-eighth percentage points (1.125%), rounded to the nearest one-eighth of one percentage
point (0.125%). depending on the amount of the unpaid principal balance I am expected to owe on the Conversion Date
pursuant to the following schedule

1. (B-3) NEW PAYMENT AMOUNT AND EFFECTIVE DATE