AFTER RECORDING MAIL TO

THIERCOUNTY TITLE 8847 W. CERMAK ROAD NORTH RIVERSIDE, IL 60546



COOK COURTY RECURDER

LOAN NO. 084065 - 0

(Space Above This Line For Recording Data).

STATE OF ILLINOIS

FHA MORTGAGE

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This Mortgage ("Security Instrument") is given on August 30, 1993. The NVIRGINIA CAPEAJAL* PEDRO NUNEZ***nd OSCAR PERALIA, A BACHEJOR August 30, 1993 . The Mortgagor Is W A BACHETOR *A SPINSTER

Kilpatrick, Chicago, IL 60639

whose address is 22 2 1 ("Borrower"). This Security instrument is given to

Market Street Markaye Corporation

which is organized and existing under the laws of the State of Michigan , and whose address is

P.O. Box 22128, India. FL 33622 ("Lender"). Borrower owes Lende, the principal sum of One Hundred Thirty Two Thousand

Forty Six Dollars and 70/100 Dollars (U.S. \$ 132,048.00). 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 -5 e.p. t. e.m.b.e.r. = 1, -2.0.2.3. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all encodes, extensions and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under in a Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Londer the following described property located in County, Illinois:

LOT 255 IN EDGINTON PARK, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAIROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS 0/0/4/5

PIN #13-34-108-027

94293700

which has the address of

Kilpatrick

(Chy)

Illinois

12ip Code!

(Street) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

CANNO. 084066-0 1. Payment of Principal, litterest and cate Charge. Both vershall pay whe rade he principal of, and interest on, the debt evidenced by the rade 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 principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied 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 amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an Item would become delinquent. 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 held by Lender for Items (a), (b) and (c), together with the total on 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 Items 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 due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the Item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Londer must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (I) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (II) a monthly charge instead of a mortgage insurance premium if this 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 montgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary; or if this Security Instrument is held by the Secretary, each monthly charge

shall be in an amour a state to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tende is a Londer the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the beliance remaining for all installments for Items (a), (b) and (c) and any mortgage insurance premium installment that Let got has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrowo Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be clocked 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 Secretary instead of the monthly no tagge insurance premium;

SECONO, to any taxes, special assertaments, 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.

4. Fire, Flood and Other Hazard Insurance. Br rower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, 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 erected, 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 neld by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is noteby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender of the All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragrap's 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 be Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to havell outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto

In the event of foreclosure of this Security instrument or other transfer of title to the Property that extinguishes the

indebtodness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;

Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal real lence within sixty days. after the execution of this Security instrument and shall continue to occupy the Property as Formwar'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 Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, rianage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear except to 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 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 the provisions of the lease. If Borrower acquires fee title to the Property, the

on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires ree title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the 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 failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other apparents and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly

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, for condemnation or to enforce 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 appropriately that the Security Instrument.

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.

. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for 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 FHA ILLINOIS MORTGAGE FORM ISC/FMDTIL//0691/(2-91)-L

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LOAN NO. 084066 0 e amount of such payments. Any

date of the monthly payments, which are referred to in Paragraph 2, or include the amount of such payments. A 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. Londer 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 falling 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.

(a) 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 the sums secured by this Security Instrument if:

(i) All or part of the Property, or a bonelicial 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 is 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 Waiver. 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 carry 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.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 6.2 DAYS from the date hereof. Lender may, at its catica and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Society Instrument. A written statement of any authorized agent of the Secretary dated aubsequent to 6.0 0 A r. 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's failure to remit

a mortgage insurance premium to the Secretary

10. Reinstatement. Borrower have right to be reinstated if Lender has required immediate 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 foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender 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, foreclosure costs and 'es sonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as Wender 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 foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure or different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security in strument.

11. Borrower Not Released; Forbearance by Lender No. 7. Waiver. Extension of the time of payment or modification of amortization of the surns 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 for a rance by Lender in exercising any right

or remedy shall not be a waiver of or preclude the exercise of any right or r imedy

2. 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 9.b. 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 Cocurity 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 of 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 herein or any address Lender designates by notice to Eorrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender which 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 without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender'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 benefit of Lender 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 rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do 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. **FHA ILLINOIS MORTGAGE FORM**

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

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. 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.

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

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)].

the covenants and agreements of this Security [Check applicable box(es)].	r instrument as ii the neer(s) were in	n a part of this Security Instrument.
Condominium Rider	Graduated Paymont Ridor	Growing Equity Rider
Planned Unit Development Rider	X Other [Specify]	
BY SIGNING BELOW, Borrower accepts a Instrument and in any lider(s) executed by Bor	and agrees to the terms contained in	n pages 1 through 4 of this Security
Witnesses:	,	v
Dearward Fideom	Ver Jen	REAJAI (Some
	VIRGINIA CA	ARBAJAI Bonos
5	K Deschool	A Son
O.c	PEDRO NUNEZ	Hancii
	· Corcus	I A Son
	OSCAR PERAL	, I A Borrow
	4 Cool	
STATE OF, ILLINOIS,		wsum, co.
that VIRGINIA CARBAJAL F PEDRO	, a Ngtarv Public in and for said	county,and state, do hereby certify
that VIRGINIA CARBAJAL T MEDRO	MUNETATION CSCAR PERAL	IA, a Dachelot
nersonally known to me to be the same nerson	(s) whose name(s) arbscribed to the	ne foregoing instrument, appeared and delivered the said instrument as
before me this day in person, and acknowledge the ir free and voluntary act, for the us	ses and purposes there's set forth.	1992
Given under my hand and official seal, this	Beth day of Chinan	1
My Commission expires:	Marie	une feder
₩ MOFF	/C/A/ Notary Public	
This instrument was prepared by: Marian My Carherine Lynch Carherine Lynch (Name)	ICIAL SEAL"	' 午 /
CATHERINE LYNCH Commiss	ic, State of III	7,0
(Name)	Ilc, State of Illinois	
/Address		U _X

ADJUSTABLE RATE RIDER

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

THIS ADJUSTABLE RATE RIDER is made this 3.0 t.h. day of August. 1.9.9.3. 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 Harket Street Mortgage Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2242 N. Kilpatrick, Chicago, It 60639

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM 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 Londe, further covenant and agree as follows

ADJUSTABLE HATE AND MONTHLY PAYMENT CHANGES

The Note provides of an initial interest rate of 5 . 5 0 0 0 %. The Note provides for changes in the adjustable interest rate and the monthly payments, 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 January, 1995, and on that day every 12th month thereafter. Econdate on which my adjustable interest rate could change is called a "Change Date."

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 Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most ricent 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 Polder will choose a new index which is based upon comparable Information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will culculate my new interest rate by adding. Two and Three / Quantums percentage point(s) (2 . 7 5 0 0 %) to the Current Ind x. 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 C rance Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.5000 than 4 . 5 0 0 0 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than 0 nu percentage point(s) (0 0 0 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater from 1 0 . 5 0 0 0 %, 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.

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest, at a 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 never regarding the notice.

5. 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

have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do 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) 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, I 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.\$ 2.50 \(\) 0.00 ;and (iv) I must sign and give the Note Holder any documents the Note Holder requires fee of U.S. \$ to effect the conversion.

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(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required not 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, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one porcentage point (0.625%), rounded to the nearest one-eighth of one porcentage point (0.125%), or (ii) if the original term of this 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 (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required not 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 updor this 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 Flate stated in Section 4(D) above.

C) New Payment Amount and Effective Date

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 unpaid principal I am expected to owe on the Conversion Date in full on the Maturity 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, I will pay the new amount as my monthly payment until the maturity date.

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

1. Until Borroy or exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covery.nt 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 i' a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior vizition consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrume. It. 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 it: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Londer reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a preach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable low, 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 Impadiate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of rot each than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security In trument contained in Section C 1 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

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 Lencer 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 accele etc... The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled 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

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

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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OSCAR PERALTA - Whiteweer	VIRGINIA CARBAJAL DECRO NUNEZ	·Boltowel
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