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RECORD AND RETURN TO:
FIRST RESIDENTIAL MORTGAGE, L.P.

600 NORTH FIRST BANK DRIVE
PALATINE, ILLINOIS 60067

Prepared by:
JOANNE L. SCHWARTZ
PALATINE, IL 60067

95436344

7560081 A-2 (3) (Space Above This Line For Recording Data)
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 30, 1995
VALERIE N. HUNTER, DIVORCED NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to
FIRST RESIDENTIAL MORTGAGE, L.P.

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 600 NORTH FIRST BANK DRIVE
PALATINE, ILLINOIS 60067

(Lender"). Borrower owes Lender the principal sum of
TWO HUNDRED SEVENTY FIVE THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 275,500.00).

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 JULY 1, 2025. 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 125 IN OLYMPIA WOODS SECOND ADDITION, A SUBDIVISION OF PART OF THE
SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN
THE OFFICE OF THE REGISTRAR OF TITLES ON JUNE 20, 1995 AS DOCUMENT
1602294, IN COOK COUNTY, ILLINOIS.

31-13-400-102-0000

which has the address of 793 BROOKWOOD TERRACE-UNIT 6 , OLYMPIA FIELDS
Illinois 60461 Street, City .
Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90

Amended 8/91

GRILL 8408
VMP MORTGAGE FORMS 16001521 1/291
Page 1 of 8 Initials: 7/11 DPS 1009

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Form 3014 8/80 Initials: **JL**
Date 7/20/00

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Form 3014 8/80 Initials: **JL**

this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to or before payment of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender authorizing the lien to be deflected against enforcement of the lien by legal proceedings which in a manner acceptable to Lender; (b) contains in good faith the lien writing to the payment of the obligation secured by the lien in the "Prepayment"; (a) agrees in

Borrower shall pay promptly directly over this Security instrument unless Borrower has priority over this lien which may attach prior to or before payment of the lien.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender recitals evidencing the payment to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, those obligations in the number provided in paragraph 2, or if not paid in full number, Borrower shall pay them on the date directly which may attach over this Security instrument, and leasehold payments of ground rents, if any, Borrower shall pay

4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

third, to interests due; fourth, to principal due; and last, to any late charges due under the Note.

3. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender under paragraph 2;

1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

3 and 4 third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Security Instrument:** This security instrument is held by Lender as security for all sums secured by this Security instrument.

of the Property, shall apply any funds held by Lender at the time of liquidation or sale as a credit, retain the amount received by Lender held by Lender. If, under paragraph 2, Lender shall refuse or sell the Property, Lender, prior to the液化 of the Security instrument, the sum received by

Lender shall pay to the Excess Funds in accordance with the requirements of applicable law, to the amount of the funds held by Lender.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

overdue monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

the excess funds held by Lender as additional security for all sums secured by this Security instrument.

5. **Waiver:** An annual accounting of the Funds, showing gains and deficits to the Funds and the purpose for which each without charge, and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower,

Borrower and Lender shall pay to the Federal Reserve Board of the Funds, Lender shall receive or remit to the Funds,

applicable law requires interest to be paid, Lender shall not be entitled to pay Borrower any interest to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, unless Lender is such an individual holding and applying the Funds, usually already doing the work required or

Excess funds, Lender is such an individual holding and applying the Funds, usually already doing the work required or

including Lender, if Lender is such an individual holding and applying the Funds, to pay the Funds to pay the

The Funds shall be held in an account whose deposits are insured by a federal agency, insurability, or entity

Excess funds or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount

1974 as demanded from time to time, 12 U.S.C., Section 2001 et seq. ("RESPA"), unless another law applies to the Funds

related mortgage loans or a charge for Borrower's escrow account under the Federal Home Finance Board Regulation D

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federal

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Excess funds"

if any); (e) certain insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

the ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums

and assessments which may attach priority over this Security instrument as a lien on the Property; (h) yearly leasehold payments

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"); (i) (a) yearly taxes

2. **Funds for Taxes and Insurance:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Premium and Interest:** Premium and interest, Borrower shall pay when due the

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

latter part. All of the foregoing is referred to in this Security instrument as the "Property".

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property 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 10 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 acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the 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

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of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless otherwise indicated below or by another method. The notice period is by itself, unless otherwise provided for in this Security Instrument shall be given by delivery in or by mailing

postage paid charge under the Note.

13. **Lender's Charge.** If the loan secured by this Security Instrument is subject to a law which sets out maximum charges under the Note, Lender may charge to the extent permitted by law without any payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any further, Lender may charge to the extent by reducing the principal owed under the Note or by making a direct to the permitted limits; and (b) any sums already collected from Borrower which exceed permitted limits will be reduced to loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and this law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the loan exceeds the permitted limits, then:

(a) any such loan charge shall be reduced by the amount necessary to reduce the charge

and thin law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the loan exceeds the permitted limits, then:

(b) any such loan charge shall be reduced by the amount necessary to reduce the charge

make any accommodation with regard to the terms of this Security Instrument or the Note without first Borrower's consent.

14. **Notes and Assignments; Joint and Several Liability; Co-signature.** The provisions and agreements of this

Security Instrument shall bind and benefit the executors and successors of Lender and Borrower subject to the provisions of

paragraph 17. Borrower's co-signers shall be joint and several. Any co-signer who signs this Security

Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to witness, furnish and convey the

Instrument but does not execute the Note: (b) is not personally liable for the note or signature, provided that

Borrower's interest in the security instrument by reason of any default or otherwise in payment of or prelude the

sums received by Lender in exercise of any right or remedy,

15. **Borrower Not Released; Forfeiture; Right of Setoff.** Extension of the time for payment of indebtedness

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

exercise of any right of remedy.

16. **Waiver.** Extension of the time for payment of such payments.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

exercise of any right of remedy.

17. **Waiver.** Extension of the time for payment of such payments.

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18. **Waiver.** Extension of the time for payment of such payments.

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19. **Waiver.** Extension of the time for payment of such payments.

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21. **Waiver.** Extension of the time for payment of such payments.

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22. **Waiver.** Extension of the time for payment of such payments.

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23. **Waiver.** Extension of the time for payment of such payments.

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31. **Waiver.** Extension of the time for payment of such payments.

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exercise of any right of remedy.

32. **Waiver.** Extension of the time for payment of such payments.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

exercise of any right of remedy.

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21. Acceleration Remedies, Law and Practice under the Consumer Protection Act, 1986

NON-LINER-ORM COVENANTS. Borrower and Lender, further covenant and agree as follows:

As is set out in this paragraph 20, circumstances occurring in the course of insurance transactions by insured persons underwriting insurance, the insurance companies concerned shall be liable to pay liability arising out of damage caused by the insured person.

Borrower shall promptly give lender written notice of any adverse change, claim, demand, known or otherwise, which may render any of the property subject to this instrument liable for payment of the amount due thereon.

19. Side of Note of Change of Name Servicer. The Note or a printed letter in the Note (logbook) with the necessary information will be sent to the servicer and the address will be changed.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have

If I consider exercising this option, I would still give Borrower notice of acceleration. The notice shall provide a period of no less than three days to cure the default without further notice or demand on Borrower.

12. Transfers of the property or a beneficial interest in Borrower, if it is any part of the property of any interest in

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

13. **Confidentiality Law/Severability.** This Security Instrument shall be governed by federal law and the law of the

Leander's address should let him in or any other address Leander designates by notice to Borrower or Leander when given in this paragraph.

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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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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 a part of this Security Instrument.

[Check applicable box(es)]

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

V.A. Rider

Other(s) [specify]

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

Witnesses:

Valerie N. Hunter

VALERIE N. HUNTER

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS, COOK

I, a Notary Public in and for said county and state do hereby certify
that VALERIE N. HUNTER, DIVORCED NOT SINCE REMARRIED

, personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE
signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of June, 1985.

My Commission Expires:

"OFFICIAL SEAL"
ANN M. PANELLA
Notary Public, State of Illinois
My Commission Expires 8/10/88

Notary Public

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ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **30TH** day of **JUNE**,
1995, 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
FIRST RESIDENTIAL MORTGAGE, L.P.

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

793 BROOKWOOD TERRACE-UNIT 6, OLYMPIA FIELDS, ILLINOIS 60461
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 INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE
MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **7.0000 %**. The Note provides for changes in
the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **JULY 1, 1996**, and on that
day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my 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 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 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 calculate my new interest rate by adding **THREE**
percentage point(s) (3.0000 %) 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.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

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LAND-822B (4/10/81/02)

VMP MORTGAGE FORMS - 18001621-7291

Form 3111 3/86

Initials: 

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JANUARY
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200000000 -
(1925)

VALERIE N. HUNTER

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Addendum.

11. Lender exercises the option to require immediate payment in full, 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 the sums prior to the expiration of this period, Lender may invoke any remedy permitted by this Security instrument without further notice or demand on Borrower.

To the extent permitted by applicable law, Landlord may charge a reasonable fee for his or her services in connection with the administration of this Note and this Security Instrument.

R. 1. TRANSFER OF THE PROFIT FOR A BENEFACTOR INTEREST IN BONKOWSKI

The notice will detail what to do in the event of a power failure and include information on how to handle a power outage. It will also provide details on how to respond to a power emergency, such as turning off electrical equipment and disconnecting power lines.

Payments beginning on the first monthly payment date after the Change Date until the amount of my
payments changes again.

The interest rate I am required to pay at the first Change Date will not be greater than 9.0000 %. The interest rate I am required to pay at the first Change Date will never be greater than 9.0000 %. After this date my interest rate will never be greater than 5.0000 %. Therefore, my interest rate will never be increased or decreased in any single Change Date by more than two percentage points (2.0%). From the date of interest rate increase there will be no further increase for twelve months. My interest rate will never be greater than 12.0000 %.

The Note Reciter will then determine the amount of the monthly payment that would be submitted to today's unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date in my new interest rate update periodically by annual payments. The result of this calculation will be the new amount of my monthly payment.