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95708449

Prepared by: AMY GELLINGER
RECORD AND RETURN TO:
MORTGAGE BANCORP SERVICES
800 E. NORTHWEST HIGHWAY, #100
PALATINE, ILLINOIS 60067

DEPT-01 RECORDING \$35.00
T#0012 TRAN 7011 10/12/95 11:01:00
\$2465 + CG *-95-708449
COOK COUNTY RECORDER

MORTGAGE

Loan No. 0157969

35.00
[Signature]

THIS MORTGAGE ("Security Instrument") is given on October 6, 1995 . The mortgagor is
CHARLES D. W. DAY, UNMARRIED and CHRISTINE A. TARDIO, UNMARRIED

("Borrower"). This Security Instrument is given to
MORTGAGE BANCORP SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 800 E. NORTHWEST HIGHWAY, #100, PALATINE, ILLINOIS 60067
(Lender"). Borrower owes Lender the principal sum of
Four Hundred Forty Thousand and no/100-----

Dollars (U.S. \$ 440,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 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:

THE WEST 50 FEET OF LOT 4 IN MULHOLLAND AND SNELLING'S RESUBDIVISION OF LOTS 11 AND 12 IN STRONG'S SUBDIVISION OF LOTS 8 AND 21 AND PART OF THE VACATED STREET LYING BETWEEN SAID LOTS IN SCHOOL TRUSTEES SUBDIVISION OF FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

95708449

PIN 14-16-301-031
which has the address of 650 HUTCHINSON STREET CHICAGO [Street, City],
Illinois 60613 (Zip Code) ("Property Address");

X Illinois Single Family-FNMA/FHLMC UNIFORM
Initials: *Cd* INSTRUMENT Form 3014 9/90
VMP-GRIL (19902) Amended 5/91

BOX 333-CTI



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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 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 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 applicable law requires use of another method. The notice shall be directed to the Property Address if by first class mail unless applicable law requires use of another method. The notice shall be given by deliverying it or by mailing it to Lender. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it to Lender.

14. Notices. Any payment charge under the Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct loan exceed the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to the permitted limit; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then:

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

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

Borrower's interest in the Property under the terms of this Security Instrument may agree to extend, modify, forgive or extend by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to pay the sums borrowed by this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to a change, grant and convey that Security Interest shall and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any borrower who co-signs this Security Instrument shall and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

Security Interest shall not release the parties to remedy.

successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's covenants proceeding against successor in interest or refuse to extend time for payment modify amortization not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to amortize of the sums secured by this Security Instrument or to any successor in interest of Borrower shall

11. Borrower Not Released; Forgiveness By Lender; A Waiver. Extent of the time for payment of modification

of payment due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

secured by this Security Instrument, whether or not due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration of repair of the Property or to the sums awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award to settle the taking, divided by (b) the fair market value of the sums secured before the taking, divided by (a) the total amount of the proceeds multiplied by the following fraction:

If the Property is abandoned by Lender, shall be reduced by the amount of the sums due then due.

unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property immediately before the taking is less than the amount of the sums secured immediately before the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the sums secured before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (a) the total amount of the proceeds multiplied by the following fraction:

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, unless Borrower and Lender otherwise agree in writing, the sums secured by

Security Instrument, unless, relatively before the taking, unless Borrower and Lender otherwise agree in lieu of condominium, are hereby assigned and

market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument, unless, relatively before the taking, unless Borrower and Lender take a loss of the Property in which the fair

whether or not due, with any excess paid to Lender. In the event of a partial taking of the Property in which the fair

market value of the Property immediately before the taking is less than the amount of the sums secured by this

Security Instrument, unless, relatively before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

market value of the Property immediately before the taking, unless Borrower and Lender take a loss of the Property in which the fair

whether or not due, with any excess paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

condemnation or other taking of any part of the Property, or for conveyance in lieu of condominium, are hereby assigned and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender will insure by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

be in effect, Lender will accept, use and retain these premiums as a loss reserve in lieu of mortgage insurance. Loss reserve

one-twelfth of the yearly mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

subsstantially equivalently mortgagable insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

cost to Borrower of the mortgage insurance previously in effect, from an alternative mortgage insurer approved by Lender. If

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. 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.

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

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

If Lender exercises his 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 his 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

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My Commission Expiration
NOTARY PUBLIC
NOTARIAL SEAL

Given under my hand and official seal, this 6th day of October, 1995
Signed and delivered the said instrument as THIRTY free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY personally known to me to be the same person(s) whose name(s)
is/are *Charles D. W. Day*

STATE OF ILLINOIS,
County of *McHenry*,
I, *Charles D. W. Day*, UNMARRIED and CHRISTINE A. TARDI, UNMARRIED
do hereby certify
that CHARLES D. W. DAY, UNMARRIED and CHRISTINE A. TARDI, UNMARRIED
, a Notary Public in and for said County and State do hereby certify

(Seal) County Seal
Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Witnesses:
in any number(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

24. Rider 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 this Security Instrument as if the rider(s) were a part of this Security Instrument and supplemental thereto.
- (Check applicable boxes.)
- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Multi Development Rider | <input type="checkbox"/> Other(s) (specify) _____ |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Second Home Rider | |
| <input type="checkbox"/> Condominium Rider | | |
| <input type="checkbox"/> Family Rider | | |

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

Without charge to Borrower, Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided by judicial proceeding by this Security Instrument without further demand and may foreclose this Security Instrument in full of all sums secured by this Security Instrument in the notice, Lender, at its option, may require immediate payment in full of all sums or before the date specified in the notice.

non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on information Borrower of the right to resume after acceleration and the right to assert in the foreclosure proceeding the right to resume the instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further secured by this Security Instrument, before the date specified in the notice may result in acceleration of the sums (d) that failure to cure the default on or before the date specified in the notice the default must be cured; and

(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

(b) the action required to cure the default;

(a) the date shall specify. The notice shall otherwise:

applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default;

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FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

LOAN NO. 0157969

THIS FIXED/ADJUSTABLE RATE RIDER is made this 6th day of October 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 Fixed/Adjustable Rate Note (the "Note") to MORTGAGE BANCORP SERVICES (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

650 HUTCHINSON STREET
CHICAGO, ILLINOIS 60613

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. 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.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.875 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of November , 2000 , and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and 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 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 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 seven eighths percentage point(s) (2.875 %) 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 that 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 I am required to pay at the first Change Date will not be greater than 9.875 % or less than 5.875 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.875 %.

(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.

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DGC.PRF, INC.

Borrower

(Seal)

CHARLES D. W. DAY CHRISTINE A. TAYLOR
Borrower Borrower
(Seal) (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this instrument without further notice or demand on Borrower.

If 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 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.

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

To the extent permitted by law, Lender may accept any assignment of this Security instrument in full or any interest or right in this Security instrument is assignable to Lender. Any covenant or agreement in this Security instrument is impaired by the loan assumption and that the risk of a breach of determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of evaluates the intended transfer as if a new loan were being made to the transferee; and (b) Lender reasonably not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to by Lender if exercise is prohibited by federal law as of the date of this Security instrument. Lender also shall payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by a natural person) without Lender's prior written consent, Lender may, at its option, require immediate interest in it is sold; transferred for a beneficial interest in Borrower is sold or transferred and Borrower is transferred if it is sold or transferred for a beneficial interest in Borrower. If all or any part of the property or any AS FOLLOWS:

RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ 2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST

Transfer of the property or a beneficial interest in Borrower. If all or any part of the property or any notice of demand on Borrower. 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 notice or demand on Borrower.

Transfer of the property or a beneficial interest in Borrower. If all or any part of the property or any notice of demand on Borrower. 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 as of the date of this Security instrument.

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY

INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

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

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an

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

(F) Notice of Changes