95870733

MAIL TO:

Chemidal Residential Mortgage Corporation Final Certification Department 200 Old Wilson Bridge Road Worthington, OH 43685

Loan # 1583016280

DEPT-01 RECORDING

\$37.00

140012 TRAN 8169 12/14/95 14:49:00

47061 + DT #-95-870733

COOK COUNTY RECORDER

950223 161/95054379 BM/41

MORTGAGE

37%

THIS MORTGAGE ("Security Instrument") is given on December 8, 1995

. The mortgager is

Robert S. Altman and

Dabre Siegel HUSBAnd AND WIFE

("Borrower"). This Security Instrument is given to

Chemical Residential Mortgage Corporation

which is organized and existing under the laws of The United Scotos of America address is 343 Thornhall Street, Edison, HJ 08837 , and whose

("Leader"). Horrower owes Lander the principal num of

Pive hundred twenty thousand and 00/100

Dollars (U.S. \$520, 000,00

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This debt is avidenced by Horrower'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 January 2, 2026

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the vote, with interest, and all renowals.

This Security Instrument secures to Londer: (a) the repayment of the debt evidenced by the vote, with interest, and all renowals, 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 parformance of Borrower's coverages and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Londer the following described property located in COOK

County, Illinois:

Lot 3 in the Gardons a Subdivision in the West) of Fractional Section (3), Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Tax Number: 05-33-117-104-0000

This inclument does not affect to whom the tax bill is to be suffed and therefore so Tar William Information Form is required to be recorded with this instrument.

which has the address of 433 Codar, Wilnutto

Himola 60091

("Property Address");

BOX 333-CTI..... City.

(Zip Code)

ILLINOIS-Bingle Family FNMA/FHLMC UNIFORM INSTRUMENT

CLOS (PERIOR) (ASSESSMENT

Form 3014 9/90 Aspended 5/91

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Para Lab.

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TOOBTHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 selsed 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly morigage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of mortgage insurance premiums. These items are called 'Escrow Rems.' Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a tederally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amounted from time to virgo, 12 U.S.C. Section 2601 er seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Punds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually snallyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower, interest on the Funds and applicable law permits Lender 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 Lander in connection with this loan, unless applicable law provides otherwise. Unless an agreement is thade of applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest and be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security or all sums secured by this Security Instrument.

If the Funds held by Landar exceed the amounts permitted to be held by applicable law, Lander shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lander at any time is not sufficient to pay the Escrow Items when due, Lander may so notify Borrower in writing, and, in such case Borrower shall pay to Lander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lander's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, II, under paragraph 21, Lender shall acquire or self the Property. Lender, recent to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a creat arginst the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Legacy under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable on ler paragraph 2, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges: Lieux. Borrower shall pay all taxes, assessments, charges, three and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender rescripts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lander; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lander's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lander subordinating the lien to this Security Instrument. If Lander determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lander 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.

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5. Hazard or Property Insurance. Bostower shall keep the improvements now existing or heresfier 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 Londor requires insurance. This insurance shall be maintained in the amounts and for the periods that Lendor requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lendor's approval which shall not be unreasonably withheld. If Horrower fails to maintain coverage described above, Lender may, at Londor's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renowals shall be accoptable to Londor and shall include a standard mortgage clause. Londor shall have the right to hold the policies and renowals. If Londor requires, Borrowor shall promptly give to Londor all recoipts of paid promitting and renowal notices. In the event of loss, florrower shall give prompt notice to the insurance earrier and Londer.

Lender may make proof of loss if not made premptly by Herrower.

Unless Lender and Horrower 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 Lander'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 suns secured by this Security Instrument, whother or not then due, with my excess paid to Horrower. If Borrower abandons the Property, or does not above within 30 days a notice from Lender that the insurance earrier has offered to settle a claim, then Leader may collect the mannance proceeds. Londer may use the proceeds to repair or restore the Property or to pay sums secured by this Security (as/roment, whother or not then due. The 30-day period will begin when the notice is given,

Unless I ender and Europear otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the lightly payments referred to in paragraphs I 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 a quisition shall pass to Londer to the extent of the sums secured by this Security Instrument

immediately prior to the acquisition.

Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Pope ty as Horrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Barrawar's principal residence for at least one year after the date of occupancy, unless tender otherwise agree in writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Borgwor's control. Borgower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Horrower shaft be in default if any forfolium action or proceeding, whether civil or criminal, is begun that in Londer's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lendor'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 railing that, in Lendor's good faith determination, precludes forfeiture of the degrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lendor's security interest, Borrower shall also be in default if florrower, during the loan application process, gave materially false or inaccurate information or statements to Londor (or falled to provide Leader with any material information) in connection with the loan evidenced by the Note, including, but not funited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Horrower shall comply with all the provisions of the lease. If Borrower as mires for title to the Property, the leasehold and the fee title shall not merge upless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covariants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights be the Property (such as a proceeding in bankruptcy, probate, for condemutation or larfollure or to enforce laws or regulations) it is Lender may do and pay for whatever is necessary to protect the value of the Property and Londor's rights in the Property Lendor'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 Londor under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrowei 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

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

payments may no longer be required, at the option of Lender, if morigage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Horrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 9. Inspection. Lander or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. 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 lieu of condemnation, are hereby assigned and shall be paid to Lander.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair 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 shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value 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 immediately before the taking, 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damager. Borrower falls to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect such apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Londor and Borrower otherwise "gree 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 such payments.

- 11. Horrower Not Released: Forbearance by Lender Not a Walver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or r fuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy.
- 12. 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 Bottower, 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 but does not execute the Note: (n) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Lann Charges. If the loan secured by this Security Instrument is subject to a law which see maximum loan charges, 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 limits, then: (a) any such loan charge shall be reduced by the amount necessary in reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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 chase 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. Burrower's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument.

Form 301 s p po-

ATTENDED AND

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower tails to pay these sums prior to the explination of this period, Lender may invoke any remedies permitted by this Security Instrument without turther notice or domand on Borrower.

18. Horrower's Right to Reinstate, it Borrower moots 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 1 ender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, metalling, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lander may reasonably require to assure that the lieu of this Security Instrument, Lander's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument dust continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby slick consin fully affective 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 of 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 w/m 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 chould be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Horrower shall not cause or permit the presence, use, disposal, storage, or release of any flazandous 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 invironmental Law. The preseding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of flazandous Substances dest are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Horrower shall promptly give Lender written notice of any investigation, claim, demand, fawoult or other action by any governmental or regulatory agency or private party involving the Property and my Nazardous Substance or linvironmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by my governmental or regulatory authority, that any removal or other remediation of any flazardous 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, "Hazardons Substances" are those substances defined as texic or hazardons substances by Environmental Law and the following substances: gasoline, kerosene, other flammable to loxic petroleum products, texic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and redies tive materials. As used in this paragraph 20, "Environmental Law" elecus tederal laws and laws of the jurisdiction where the "Property is located that relate to health, satety or environmental projection.

NON-UNIFORM COVENANTS. Horrower and Lander further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses henced in puraling 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. Londor shall release this Security Instrument without charge to Horrower. Borrower shall pay any recordation costs.
 - 23. Walver of Homestead, Horrower waives all right of homestead exemption in the Property.





24. Riders to this Security Instrument. It one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements or this Security Instrument as if the rider(s) were a part of this Security Instrument.	
Check applicable bax(su) Condominium Condominium Condominium Planted Unit I Pla	Rider Development Ruler Hiweekly Psyment Ruler ment Rider Second Home Rider Hyl
BY SIGNING Bill.OW, Horrower accepts and agrees to the	Terms and covenants contained in this Security Instrument and
in any rider(s) executed by Berrower and recorded with it. Witnesses:	Robert B. Wilson Boroser
	Debra Siegel (Scal)
(Soat)	(Scal)
STATE OF ILLINOIS COURT	County ss: Sotary Public in and for said county and state to hereby certify
STATE OF ILLINOIS COURL TRANSPORT SHATTER STORY , husband TRANSPORTS Attender and Debra Story, husband	ersonally known to me to be the same personal whose name(s)
subscribed to the foregoing instrument, appeared before me this di	
My Commission Expires: This Instrument was prepared by:	Kunning Kupur
(BR(IL) (0222) (1)2 (10pc 2 of 4)	Bonnie J. Miller Form 3014 9/90 Notary Public, State of Minois My Consolition Depicts Feb. 7, 16 2

ADJUSTABLE RATE RIDER

(Certificate of Deposit Index - Rate Caps - Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 8th day of December , 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 underrigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

Chamical Residential Mortgage Corporation

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 433 Cadar, Wilmotte, IL 60091

(Propeny Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE FORROWER'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 Lender further covenant and agree of follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.000 the interest rate and the monthly payments, as follows:

%. The Note provides for changes in

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYRENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of Tanuary , 1999 , and on that day every 6th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Chango Dato, my adjustable interest rate will be based on an Index. The "Index" is the weekly average of secondary market interest rates on 6-month negotiable certificates of deposit, 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 apen 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 4 50/100 percentage point(s) (2,500 %) 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.

ADDETIONATE CONVENTIBLE ADDIDETABLE HATS MIDDLE IN your former. CO Iroba Facedo Mas Distain Instrument

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.000 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding aix months. My interest rate will never be greater than 13.000 %, 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.

(F) Notice of Changes

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

B. 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 OFTEN

(A) Option to Convert to Fixed Bate

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

The conversion can only take place on a date(s) specified by the Bose Holder during the period beginning on the First Change Date and ending on the Tonth 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 condition. 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. \$ 280.00 ; and (iv) I must sign and give the Note Helder any documents the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required act 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 item 15 years, 30-year fixed rate first mortgages covered by applicable 60-day mandatory delivery commitments, plus 0nm & 25/100 (2.250 %), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate first mortgages covered by applicable 60-day mandatory delivery commitments, plus 0nm & 25/100 (1.25%), rounded to the

Acres 2122 0.000



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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 under this Section 5(11) will not be greater than the Maximum Rate 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 autificient to repay the ampaid 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 galeunt of my monthly payment. Reginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

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October Colinsis Clark's Office BY SIGNING PA OW, Horrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Ridor.

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