

Prepared by UNOFFICIAL COPY

RETURN TO:  
BANK UNITED OF TEXAS FSB  
DBA COMMONWEALTH UNITED MTG  
1301 BASSWOOD, 4TH FLR.  
SCHAUMBURG, ILLINOIS 60173

LPMIL  
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95002786

REC'D - 1 RECORDED \$35.50  
TENURE TRAM A692 01/04/95 08:47:00  
V10001 DW \* 95-002786  
MORTGAGE RECORDER

[Space Above This Line For Recording Data]

State of Illinois

MORTGAGE

FHA Case No.  
13117826523  
729

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 22, 1994 . The Mortgagor is RONALD T. LEWIS AND, KAREN J. LEWIS HUSBAND AND WIFE.

("Borrower"). This Security Instrument is given to BANK UNITED OF TEXAS FSB

which is organized and existing under the laws of THE UNITED STATES , and whose address is 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTY FIVE THOUSAND TWO HUNDRED SEVENTY SIX AND 00/100

Dollars (U.S. \$ \*\*135,276.00 ). 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 JANUARY 01, 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; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under 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 5 IN BLOCK 5 IN HADRABA AND MANDA'S SUBDIVISION UNIT NO. 2,  
BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE  
SOUTHEAST 1/4; ALSO PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF  
SECTION 29, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE  
OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON  
MAY 3, 1956 AS DOCUMENT NUMBER 1667731, IN COOK COUNTY, ILLINOIS.  
P.I.N. 15-29-224-006 VOL. 173

which has the address of 10529 ESSEX AVENUE, WESTCHESTER  
Illinois 60154 [Zip Code] ("Property Address");

[Street, City],

VMP 4RIL (9406)

FHA Illinois Mortgage - 4/92

VMP MORTGAGE FORMS • (800)521-7291

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Initials: R.L. K.L.

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payment held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary (or any year in which such premium would have been required if the Lender still held the Security Instrument), each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

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the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

## 8. Fees. Lender may collect fees and charges authorized by the Secretary.

## 9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** If many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of 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 successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of

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MAY 11, 1982

19. Waiver of Breach of Contract. Borrower waives all right of remedy and example in the Property.  
18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay my recordation costs.

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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, but not limited to, reasonable attorney fees and costs of little evidence.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:  
of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.  
application of rents shall not cure or waive any default or invalidity appurtenant thereto. This assignment  
hereach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any  
Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of  
prevailing Lender's agent of the rents under this paragraph 16.

Borrower has not executed any provision prior to the date and will not perform any act that would  
Lender's agent's written demand to the tenant;  
call for and receive all of the rents of the Property; and (c) receive payment of the Property shall pay all rents due and unpaid to  
for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (d) Lender shall be entitled to  
If Lender gives notice of breach to Borrower; (e) all rents received by Borrower as trustee  
absolute assignment and not an assignment for security only.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the  
Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant  
and revenues of the Property to pay the rents to Lender or Lender's agent. Prior to Lender's notice to Borrower of  
Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect all rents  
of the Property to pay the rents to Lender or Lender's agent. However, Borrower shall be governed by  
absolute assignment and not an assignment for security only.

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

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the  
jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or the Note  
Note can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the  
which can be given effect notwithstanding any provision of this Security Instrument or the Note  
provided to be declared to be severable.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by  
mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the  
Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by  
first class mail to Lender's address stated herein or any address Lender designates by notice to 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.

Note without Borrower's consent.  
agreement to extend, modify, restructure or make any accommodation with regard to the terms of this Security Instrument or the  
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  
this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument; (b) is not mortgagee, grantor  
provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs  
this Security Instrument shall benefit the successors and assigns of Lender and Borrower, subject to the  
provisions of paragraph 9.b. Successors and assigns shall bind and benefit the successors and assigns of Lender and Borrower, subject to the  
12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of

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LAW

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This instrument was PRENOTED by LEMIS, LEWIS AND KAREN J. LEWIS  
My Commission Expires 1/28/98  
My Commission Expires "OFFICIAL SEAL"  
Lynn Shikawicz  
County Public  
Given under my hand and official seal, this 24th day of October, 1997  
The X signed and delivered the said instrument as THIRTY days and voluntary act, for the uses and purposes  
herein set forth,  
name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
personally known to me to be the same person(s) whose  
certify that RONALD T. LEWIS AND KAREN J. LEWIS

"Notary Public in and for said county and state do hereby  
certify that RONALD T. LEWIS AND KAREN J. LEWIS

## STATE OF FLORIDA

Borrower  
(Seal)

Borrower  
(Seal)

KAREN J. LEWIS  
RONALD T. LEWIS  
Borrower  
(Seal)

RONALD T. LEWIS  
Borrower  
(Seal)

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

20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the  
covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check  
applicable box(es)]
- Planned Unit Development Rider    Grandfathered Payment Rider    Growing Equity Rider  
 condominium Rider    Other [Specify]

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Form 691 (6/102)

VMP MORTGAGE FORMS 1311293-A100 18001621-7291

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The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

## (D) Limit on Interest Rate Change

Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate to the current index and round up the sum to the nearest one-eighth of one percentage point (0.125%).

TWO AND ONE-HALF percentage point(s) ( \*2.500 % )

Before which Change Date, Lender will calculate a new interest rate by adding a margin of

## (C) Calculation of Interest Rate Changes

Beginning and Urban Development of this or her designee." Lender will give Borrower notice of the new index. Any index prescribed by the Secretary. As used in this Rider, "Secretary means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower notice of the new index before the Change Date. If the index (as defined above) is not longer available, Lender will use as a backup available by the Federal Reserve Board, "Current Index" terms the most recent index figure available made available by the Federal Reserve Board, "Current Index" terms the most recent index figure available weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as beginning with the First Change Date, the interest rate will be based on an index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as of each succeeding year. "Change Date" means each day on which the interest rate could change.

The interest rate may change on the first day of APRIL , 1996 , and on that day

## (B) The Index

(A) Change Date

INTEREST RATE AND MONTHLY PAYMENT CHANGES

Instrument, Borrower and Lender further covenant and agree as follows:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Note contains provisions allowing for changes in the interest rate and monthly payment. AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

[Property Address]

at: 1529 ESSIX AVENUE, WESTCHESTER, ILLINOIS 60154  
(the "Lender") of the same date and covering the property described in the Security Instrument and located

DECEMBER , 1994 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Note") to secure Borrower's Note ("Note") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to secure the instrument and located

THIS ADJUSTABLE RATE RIDER is made this 22ND day of

## ADJUSTABLE RATE RIDER

131-7826523 729  
RHA C-100 N-1

5/14/98 LSP

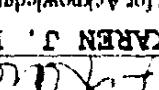
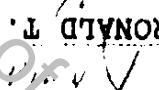
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Form 691 (9/70)

(Space Below This Line Reserved for Acknowledgment)

|  |  |
|--|--|
| <br>KAREN J. LEWIS  | Borrower<br><br>Borrower<br><br>(Seal) |
| <br>RONALD T. LEWIS | Borrower<br><br>Borrower<br><br>(Seal) |

Adjustable Rate Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

This Note is not assignable even if the Note is otherwise assigned before the demand for return is made, be applied as payment of principal. Lender's obligation to return any excess payment which interest on rate, been stated in a timely notice, or (ii) request that any excess payment, with interest thereon at the Note of any excess payment, with interest thereon at the Note rate equal to the interest rate (i) demand the return to Borrower have been stated in a timely notice, either Borrower has the option to either (i) demand the return to Borrower decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have less than 25 days after Lender has given the required notice. If this monthly payment amount calculated in accordance with paragraph (c) of this Rider decreased, but Lender failed to give timely notice of the payment amount calculated, in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If this monthly payment amount calculated in accordance with paragraph (c) of this Rider decreased, but Lender failed to give timely notice of the payment amount calculated by paragraph (F). In this Rider, Borrower shall have no obligation to pay any increase in the monthly required by paragraph (E), if this Rider has given Borrower the notice of changes least 25 days after Lender has given Borrower the notice of changes effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes effective on the Change Date.

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes effective on the Change Date. The note will give notice to Borrower of any change in the new monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (1) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the current index and the date it was published, (vii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

The note will give notice to Borrower of any change in the new monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (1) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the current index and the date it was published, (vii) any other information which may be required by law from time to time.

(H) Notice of Changes

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date of the new interest rate through substitutionally equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(I) Calculation of Payment Change