TCF Bank Himois

1420 Kensington #320 Oakbrook, IL 60521

TOF BANK TELTNOIS ESB

95140328

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CEAGO III (ODADIHA MORTGAGE

95093528

THIS MORTGAGE is made this CNB day of FEBRUARY 19 95 , between the MortgagorDANTEL F. NECKEY III AND VERONICA J. NECKEY, HUSBAND

(herein "Borrower"), and the Mortgages. AND WIFE TOF BANK ILLINOIS FSB

. a corporation organized and

existing under the laws of THE UNITED STATES OF AMERICA

whose address is 801 MARQUETTE AVE, MINNEAPOLIS, MN 55402

(herein "Lander").

4930 NORTH MET WAUKEE AVENUE

WHEREAS, Bostower is indebted to Lender in the principal sum of U.S. \$ 100,093,00 which indebte drives is evidenced by Borrower's note dated FEBRUARY 02, 1995, and extensions and renewals thereof (herein Mote"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, are and payable on FEBRUARY 10, 2010

To Secure to Linder the repayment of the indebtodness evidenced by the Note, with interest thereon; the payment of all other sums, with intrest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covins its and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK. State of Illinois:

LOT 24 IN BLOCK 16 IN IRVING PARK ADDITION, BEING A JOHN HILLER'S SUBDIVISION OF LOTS 2. 3, 4. 5, 6, 1 17, 18, 19 AND 20 AND PARTS OF LOT 21 IN FITCH AND HECOX'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH. RANGE 13 EAST OF THE THIRD PFINCTPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FIN # 13-35-236-011-0000

95090508

* Rerecording to add Riders

COOK COUNTY RECORDER BY 2893 03/01/95 11:29:00 427.50 \$5050 \$ DM Solly Cloud's DEPT-01 PLCURDING TM0001 1 MAY 7313 02/08/95 15.02:00 #7025 # CG %-95-093528 COOK COUNTY SECONDER

RIDER ATTACHED HERETO IS MADE A PART HEREOF.

4417 N KEOKUK,

CHICAGO

which has the address of 60630

(Street)

Illinois

(herein "Property Address");

(City)

IZes Cade)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property for the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage. grant and convey the Property, and that the Property is unencumhered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

092-080-0115022

ILLINOIS-HOME IMPROVEMENT - 1/80-FRAME/FINING UNIFORM INSTRUMENT

\$27.50

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1420 Krusington #320 Oakbrook, IL 60521

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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

3. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agricinent is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or earnings 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 is additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to funder any amount necessary to make up the deficiency in one or more payments as

Lender may require.

Upon payment in full of all sums secured by this Mortgage. Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 t erec? the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust: Charges: Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenant: to make payments when dire Borrower shall pay at pourt to be paid all all assessments and other charges, fines and impositions attribute bly to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any

5. Hazard 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 such other hazards as Lender

may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the teams of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance, benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or regain of the Property

or to the sums secured by this Mortgage

6. Preservation and Maintenance of Property: Leaseholds: Condominiums: Planned Unit Descripments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or decisionation of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and continuent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disturse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts dishursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor

related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of confermation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lieu which has priority over this Mortgage.

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16. Serrewer Net Released: Perbearance By Londer Net a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note. (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that

Borrower's interest in the Property

12. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to now ower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be derived to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Fronerty is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the even, that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys" focal include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shalf be jurnished a conformed copy of the Note and of this Mortgage at the time of

execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Berry wer shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lander, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection

with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subording to this Mortgage, (b) a transfer by devise, descent, or hy operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase. Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transverse, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted. Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period. Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-Uniform Covenants Borrower and Lender further covenant and agree as follows:

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any syms secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 has of specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may fereclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage (I. (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note liad no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage. Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents: Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such tents as they become due and payable.

- 10 Barrower No. Extenses, horboarance be lander No. a Walter is tension of the line for payment of modifies too of amountables, or the same security of the land of amountables and successor in inferest of fluctower too of amountables, or and land of the land of the language for any successor in inferest of fluctower to release to any annex the landers, of the language fluctower and Morrower's successors in interest Lander abali not be required to comment of the land of the land successor of refuse to extend time for payment or otherwise modification of the complete secured to the otherwise and fluctowers to the estate of interest and fluctuage by any energy any expensive remedy between the therewise afforded by applicable taw, shall out be a waiver of it preclude the exercise of any such right or remedy
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- 12. Patter Freept for any notice required under applicable law to be place in another manner (a) any notice to Bornower provided for in this Morryage shall be given by televering it or by reading such notice by certified mail Bornower at the Property Address of at what indicates as Bornower may designate be notice to tender addressed to Berrower at the Property Address of at what other address as Bornower is address so that the notice to frenche what the provided herein at the surface of the provided tor in this surface as faither there is a faithful to the deep provided tor in this Surface count to have here count there when provided to the time of the deep many this points to be and herein
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- 2.6 Beginner's Copy. Horrower shall be furnished a conformed copy of the More and of this Morrgage at the time of execution or after recordation hereo?
- 15. Rehabilitation loan Agreement Hottower shall fulfiel all of ortower sobligations under any home tababilitation, improvement repair or other 6 en agreement which Bor or elements with lender fender, at Lender's option, may require Borrower to execute and dinner to Lender, a come a ceptable to Lender, an assignment of any rights claims or defenses which burses even have agrained parties which take necessary to energy parties which labor, materials of services in connection with improvements made in the Browers.
- 16. Frankler of the Properts () Herry were often or many deed on an one pair of the Property of an interest thurston, excluding the time error of the ten ten is a confined of the error of the confined of th
- It lender, on the basis of an oil or sito, abtained regarding be transferee reasonably defermines that Lender's security may be impaired or that the impaired or it at indeed of an unacceptable described of a breach of any concenant or agreement in this Mongrage or if the end of the concenant in a concentration of the Mongrage of the committation of a confidence of
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- 19. Assignment of Pents: Appointment of Receiver, it offer out security) ecoude, Borrower Incoby isongue of Lender the rents of the Peoperty, provided that Borrower shall prove a generation under paragraph 47 hereof as about other Peoperty, have the refer and retain out remains of the Peoperty, have the regit to collect and retain out remains of the Ample of the Peoperty.

Upon acceleration under paragraph 17 hereof or abandonment of the Property. Lander shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage. Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT - AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Burrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lander, at Lander's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITHER WHEREOF, Borrower has executed this Mortgage

| In the first of the first

- Berrewer

UR TOTAL & DICKEY

-- Sectors

STATE OF ILLINOIS.

COOK

County ss:

I. JOSEP W. FREE Notary Public in and for said county and state, do hereby certify that DANIEL E NICKEY III AND VEROIVIST. J NICKEY, HUSBAND AND WIFE personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y signed and delivered the said instrument as THEI free voluntary act, for the uses and purposes therein set forth

(Space Balow This Line Bostered For Lander and Recorder)

Given under my hand and official seal, this

2ND

dayof

FEBRUARY

. 1995

My Commission expires:

OFFICIAL SEAL
JOSEPH W GARCIA
NOTARY PUBLIC STATE OF ILLINOIS

Notary Public

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DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lander to require repayment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this USE day of CERRUARY 19 9%, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Socurity Instrument") of the same date given by the undersigned (the "Bornwer") to secure Borrower's Note to TCF BANK 11.1.1 NOTE FOR (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

19 17 N KEOKUK, CHICABO, 11 60630

(Property Address)

AMENDED COVENANT in addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

Uniform Covenant In of the Security Instrument is amended to read as follows.

16. Transfer of the Property or a Beneficial Ir reset in Borrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrow er is old or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does (or elate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) i transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years. I less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail forcower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the rate the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to conder information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the tients of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rail, of different final payment date for the loan, and addition of unpaid interest to principal, and (5) the transferce signs an assumption agreeme to that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security in arument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a constituent to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Purchiver in writing

IN WITNESS WHEREOF, Borrower has executed this Due-On-Transfer Rider

DANIEL E. NICKEY III Borrower

Verenie O nukung (Seal)

VERONICA J. NICKEY

Borrower

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VARIABLE RATE RIDER

THIS VARIABLE RATE RIDER is made this Charles day of Charles And Charles	, 19 _{este} ,
and is incorporated into and shall be deemed to amend and supplement the Mortgage (the Security Instrume)	nt") of the same date given
by the undersigned (the "Borrower") to secure Borrower's Consumer Loun and Security Agreement to	

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

4412 N KTOKUK, CHICAGO, IL

(Property Address)

The Note contains provisions allowing for changes in the interest rate whenever the "index rate" changes, and for annual adjustments to Borrower's payment amount, adjusting one in the loan term or adjustment to Borrower's final payment amount.

ADDITIONAL COVENANTS.

In addition to the corresponding and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as fallows:

CHANGES IN PAYMENT STHEOUTE DUE TO INTEREST RATE CHANGES.

%, and also provides for changes in the interest rate The Note provides for an initir, ar nual interest rate of 10.90 and payment schedule as follows:

% in excess of the highest U.S. Prime Rate published daily in Borrower's rate will be a variable and us' rice of the Wall Street Journal under "Money Rates" (the "index rate"). If the lindex becomes unavailable, Lender will select, to the extent permitted by applicable laws and regulations, some other interest rate index that is comparable to the index and will notify Borrower of the change. Lender will recalculate and reset the annual injurest rate each business day (excludes Saturday, Sunday and legal holidays), to repercentage points to the index in effect flect changes in the index rate. To figure the Annual Ferruntage Rate, Lender adds. the previous business day. Lender will change the Annua Pe contage Rate on the first business day (excludes Saturday, Sunday and legal 4- per year or less holidays) following the day that the index change is published The interest rate will never be more than % per year. The interest rate in effect on the date 120 days before the final payment is due Will be the rate Lender charge after that date

1 Borrower's monthly payment will change annually on each anniversary date of the first payment due date. Lender will determine Borrower's monthly payment will change annually on each analysis any time of the monthly payment that would be large enough to repuy the unpaid principal balance of the Note plus interest on that amount in full by the final payment due date. Lender will give to Borrowei a lotice of any changes in the monthly payment at least 25 days. (but no more than 120 days) before the date when the change becomes effective. Let der will use the interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. If the Note has not been paid in full by

. Borrower will pay the remaining unpaid mincipal and accrued interest in full on that date FIELD Borrower will continue to make regular monthly payments until the unpaid pri wips and interest due under the Note have been paid in full. Interest rate increases may extend the original payment schedule. If the Note has not been paid in full by

. Borrower will pay the remaining unpaid principal and accrued interest in full on that date Borrower's final payment will be adjusted so that the unpaid principal and interest due in for the Note will be paid in full.

Lender will give to Borrower a notice at least once each year during which an interest rate adjustment is implemented without an accompanying change in the amount of the monthly payment. The notice will include the current and prior interest nites, a statement of the loan balance and other information required by law and useful to Borrower LOAN CHARGES.

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that lay is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums all endy collected from Borrower which exceeded permitted limits will be refunded to Borrower Lender may choose to make this refund by it during the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be created as a partial prepayment under the Note LEGISLATION.

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Variable Rate Rider (other than this paragraph) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Variable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

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IN WITNESS WHEREOF, Borrower has executed this Va	riable Rate Rider.	•
	Dil E Mich III	(Seal)
	DANIEL E. NICKEY/III	(Seal)
	VERONICA J. NICKEY	· Morrower
i		· Borrower

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