

UNOFFICIAL COPY

95149438

AFTER RECORDING MAIL TO

. DEPT OF RECORDING 139.00
 . 140012 TRAN 2847 03/03/95 11:34:00
 . 4348 J.M *--95-149438
 . COOK COUNTY RECORDER

AP# ROMANO - HE
 LN# 7271-1

[Space Above This Line For Recording Data]

398

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 27, 1995. The mortgagor is David Romano; and Linda/Romano, His Wife

("Borrower") This Security Instrument is given to LINCOLN PARK SAVINGS BANK

which is organized and
and whose address is

existing under the laws of the State of Illinois
1946 W. Irving Park Rd., Chicago, IL 60613

("Lender") Borrower owes Lender the principal sum of One Hundred Thirty Thousand Dollars and no/100 Dollars

(U.S. \$130,000.00) This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

UNIT 14 AS SHOWN IN THE PLAT OF CONSOLIDATION (RECORDED AS DOCUMENT 15110489)
 OFF THE EAST 33 FEET OF LOT 22, ALL OF LOTS 23 AND 24 AND THE WEST 10 FEET OF
 LOT 22 EXCEPT THAT PART OF LOT "B" TAKEN FOR WIDENING LAKEVIEW AVENUE) ALSO
 A STRIP OF LAND LYING SOUTH AND ADJOINING THE SOUTH LINE OF SAID LOTS; THE
 EAST 10 FEET OF LOT 22, ALL OF LOTS 23 AND 24 AND THE WEST 10 FEET OF LOT "B"
 LYING NORTH OF THE NORTH LINE OF SURF STREET ALL IN BLOCK 7 IN GILBERT
 CHRYSLER'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE
 NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.S.N. 14-28-118-025-0000

which has the address of 2920 North Sheridan Chicago
 (STREET) (CITY)
 Illinois 60657 ("Property Address")
 (ZIP CODE)

Chicago (CITY)

95149438

BOX 333-CTI

UNOFFICIAL COPY

The Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall... the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due. Lender... Borrower shall make up the deficiency in no more than twelve monthly payments.

The Funds shall be held in an institution whose deposits are insured by a federal agency... Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding... Lender may require Borrower to pay a one-time charge for an independent real estate tax... Lender shall not be required to pay interest on the Funds. Borrower and Lender may agree in writing, however...

2 Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender... Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount... Lender may require for a federally related mortgage loan may require for Borrower's escrow... Lender may, at any time, collect and hold Funds in an amount not to exceed the... Lender may, in lieu of the payment of mortgage insurance premiums. These items are...

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows... THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform... BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the... TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements...

8866756

UNOFFICIAL COPY

AP# ROMANO - IIE

LN# 7271-1

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

4 Charges Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments imposed thereon. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not provided thereon, 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 the payment directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower takes steps in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, or contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which, in the Lender's opinion, operate to prevent the enforcement of the lien, or (c) secures the release of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5 Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair of the Property damaged, if the restoration or repair is economically feasible and does not materially lessen the security. If the restoration or repair is not economically feasible or Lender's security is materially lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, Lender is not bound within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property, or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

9 Inspection. Lender 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.

8 Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan... Lender shall pay the premiums required to maintain coverage... Borrower shall pay to Lender the cost of the mortgage insurance previously approved by Lender... Lender will accept, use and retain the mortgage insurance coverage... Lender shall pay to Lender the cost of the mortgage insurance previously approved by Lender... Lender shall pay to Lender the cost of the mortgage insurance previously approved by Lender... Lender shall pay to Lender the cost of the mortgage insurance previously approved by Lender...

7 Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property... Lender does not have to do so.

6 Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence... Borrower shall not destroy, damage or impair the Property... Borrower shall not commit waste on the Property... Borrower shall be in default if Borrower during the loan application process, gave materially false or inaccurate information to Lender...

Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within five days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender agrees in writing which consent shall not be unreasonably withheld or unless extenuating circumstances exist which are beyond Borrower's control... Borrower shall be in default if Borrower during the loan application process, gave materially false or inaccurate information to Lender...

85637156

UNOFFICIAL COPY

AP# ROMANO - HE

LN# 7271-1

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 Lender.

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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, 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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the 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 damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and 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 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. 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 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.

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 Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, (a) 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 act or modify, forbear or make any accommodations with regard to the terms of this Security Instrument on the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges provided 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 to 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, at its option, 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.

95149438

UNOFFICIAL COPY

FORM 3014 9/90

PAGE 6 OF 8

UNOFFICIAL COPY - HAZARDOUS SUBSTANCES

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, release, or any other activity affecting the Property that is in violation of any Environmental Law. The preceding two provisions shall not apply to the presence, use, or storage on the Property of small quantities of hazardous

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with the Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may be made to a change-in-the-entity (known as the "Loan Servicer") that collects monthly payments due under the Note and the Security Instrument. There also may be one or more changes of the Loan Servicer in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days after the end of the period as applicable law (a) / specify for reinstatement) before sale of the Property; (b) entry of a judgment enforcing the Security Instrument; (c) payment of all sums which then would be due under the Security Instrument and the Note as if no acceleration had occurred; (d) cures any default of the Security Instrument or agreements; (e) pays all expenses incurred in enforcing this Security Instrument including but not limited to reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully in effect and no acceleration had occurred. However, this right to reinstate shall not apply in the case of

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a beneficial interest in Borrower 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 Borrower to pay 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.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by personal delivery 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.

LN# 7271-1

APP# ROMANO - HE

APPROVED

UNOFFICIAL COPY

LN# ROMANO - HE

LN# 7271-1

Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting this Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable Law.

As used in this paragraph the "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, oil or flammable or toxic petroleum products, herb pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph "Environmental Law" means federal, state and local laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS: Borrower hereby covenants and agrees 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 11 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 the date 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 and may result 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 defense of a default or any other defense of Borrower to acceleration and foreclosure. If the default is cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release: Upon payment in full of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge. Borrower shall pay any recordation costs.

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

24. Riders to this Security Instrument: If more riders are executed by Borrower and recorded together with this Security Instrument, the terms, conditions and agreements of each such rider shall be incorporated into and shall amend the terms, conditions, covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Construction Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Investment Rider | <input type="checkbox"/> Second Home Rider |
| Other(s) {specify} | | |

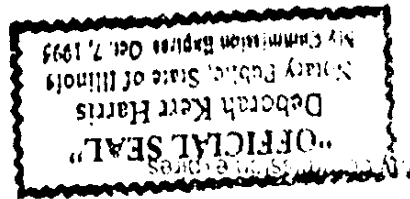
951200438

UNOFFICIAL COPY

FORM 3014 9/90

ILLINOIS SINGLE FAMILY/FINMA/HE...
STATEMENT

Address: ... Park Road
... 60613



Property of Cook County Clerk's Office

I, the undersigned, being a Notary Public, do hereby certify that the foregoing instrument is a true and correct copy of the original as presented to me for recording and acknowledged by the parties whose names are subscribed to the foregoing instrument and that they signed and acknowledged the same for the uses and purposes therein expressed.

Witness my hand and official seal at the City of Chicago, Illinois, this 22nd day of ... 1995.

STATE OF ... County ss: ... and Linda ... do hereby certify that

[Space Below This Line For Acknowledgment]

(SEAL) BORROWER

(SEAL) BORROWER

(SEAL) BORROWER
Linda Romano

(SEAL) BORROWER
Linda Romano

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this County Instrument and agrees to be bound by Borrower and recorded with it.

LN# 7271-1

35119438

UNOFFICIAL COPY

LOAN NO. 727111

ADJUSTABLE RATE RIDER (3 Year Treasury Index--Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 27th day of February, 1998, and is incorporated into, and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Instrument (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to INDIAN PART SAVINGS BANK

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

1000 N. Sheridan, Chicago, IL 60657

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 4.2500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of March, 1998, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before a Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding three percentage points (3.0000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.2500% or less than 8.0000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than three percentage points (3.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.2500%.

951420038

UNOFFICIAL COPY

8246756

Form 3108 3/85

PAGE 2 OF 2

MULTI-STATE ADJUSTABLE RATE RIDER-ARM 3/1 Uniform Instrument

 (Seal) Borrower

 (Seal) Borrower

 (Seal) Borrower

 (Seal) Borrower

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

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand.

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

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural person) without Lender's prior written consent, Lender may at its option require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal, state or local laws. Lender also shall not exercise this option if all Borrower agrees to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the transferee is acceptable to Lender.

The transferee shall not be liable for any breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

LOAN NO. 12345