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Permanent Index Number: 13-15-214-008

Prepared by:
Middleberg Riddle & Gianna
2323 Bryan Street
Suite 1400
Dallas, Texas 75201

Return to:
ACCUBANC MORTGAGE CORPORATION
132 WOODFIELD ROAD, #201
SKOKIE, IL 60077

REC'D-01 RECORDING
132 WOODFIELD ROAD, #201
SKOKIE, IL 60077-2154065
COOK COUNTY RECORDER

State of Illinois

FHA File No.
1317683327729 251

Data ID: 438

Loan No. 003000
(Borrower) CARL B. PEDIGO

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 17th day of April, 1995.
The mortgagor is CARL B. PEDIGO AND NANCY L. BEHRENDT, HIS WIFE

whose address is 4717 NORTH KIONA AVENUE, CHICAGO, ILLINOIS 60630

This Security Instrument is given to ACCUBANC MORTGAGE CORPORATION, A CORPORATION, which is
organized and existing under the laws of the State of TEXAS, and whose address is 12977 MERIT DRIVE, SUITE P.O.
BOX 80000, DALLAS, TEXAS 75231

Borrower owes Lender the principal sum of ONE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED and
NO. 00- Dollars (U.S. \$ 136,400.00). 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 amount, if not paid earlier, due and payable on May
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, (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:

THE SOUTHWEST 1/4 OF LOT 11 (MEASURED ON NORTHWEST AND SOUTHEAST LINE OF SAIL
LOT) AND ALL OF LOT 12 IN BLOCK 4 IN MCGRANE'S SUBDIVISION OF 1/2 ACRE IN THE COUNTY
CLERK'S SUBDIVISION OF LOTS 1, 8, 9, 10, 11, 12, 13, 14 AND 15 OF FITCH AND HICKEY'S SUBDIVISION
OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX# 13-15-214-008

The AMERICAN Title Co., Inc. (C.R. 8d & 31)

Re-Record to effect Proper chain

File

which has the address of 4717 NORTH KIONA AVENUE,

Illinois
MAIL
P.O. Box

13040

(Property Address).

ILLINOIS FHA MORTGAGE

07/91

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CHICAGO

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TO THE LENDER: 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 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 vested 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.

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

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 of 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 such 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 payments 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 credit, and the excess over one-sixth of the estimated payments or credit the excess, over one-sixth of the estimated payments or subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for items (a), (b), and (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency due before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his/her designee. In any year in which 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 (a) an estimate of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (b) a monthly charge equal to a percentage of the 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. If the 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 tender to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for (a) 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.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any floods, catastrophes, and/or 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 hereby authorizes and directs 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 the Security Instruments, first to any delinquent amounts applied in the order in paragraph 1, 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 in claim proceeds over an amount required to pay off outstanding indebtedness under the Note and the Security Instruments shall be paid to the entity legally entitled thereto.

In the event of foreclosure of the 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 on title shall pass to the purchaser.

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Proprietary
Information
of the
Secretary
of Housing
and Urban
Development

Form H-43

(Rev. 10-1-1980)

3. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lease Applications. Lender's Borrower shall occupy, establish, and use the Property as Borrower's principal residence within thirty days after the execution of the 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 otherwise will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of all extenuating circumstances. Borrower shall not commit waste of, damage or substantially change the character or alter the Property to deteriorate, reduce its value and less excepted. Lender may inspect the Property if the Property is vacant or abandoned or if 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 lease application process, gave false or inaccurate information or statements to Lender (or Lender's agent) or 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 the security instrument is on a household, Borrower shall comply with the provisions of the Note. If Borrower acquires less title to the Property, the household and fee title shall not be split unless Lender agrees.

b. Charges to Borrower and Protection of Lender's Title to the Property. Borrower shall pay all governmental or municipal charges, fees and expenses that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is to receive the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request, Borrower shall promptly forward to Lender receipts certifying 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 legally affect Lender's rights in the Property (such as a proceeding at law, equity, 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 right in the Property, including payment of taxes, hazard insurance and interest as set forth in paragraph 2.

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

c. Condemnation. The proceeds of any award or claim for damages, losses or consequential, or otherwise, with any condemnation or other taking of any part of the Property, or for same justice or place of condemnation, are assigned and shall be paid to Lender to the extent of the full amount of the indebtedness, and expenses unpaid under the Note and the Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and the Security Instrument, first to any delinquent amounts applied at the order provided in paragraph 1, and then to prepayment of principal. 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 payment. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid in the entire 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 permanent defaults, require immediate payment in full of all sums secured by the Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by the Security Instrument, or prior to or on the due date of the next monthly payment;
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligation contained in the 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 the 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 not 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 payment, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment default to require immediate payment in full and foreclosure 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 hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, at any time and now or hereinafter in paragraph 9, require immediate payment in full of the sum secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated no later than 90 days from the date hereof, declining to insure this Security Instrument and the Note, delivered to Lender, shall be deemed conclusive proof of such ineligible. Notwithstanding the foregoing, this provision may not be exercised by Lender when the insurability of insurance is fully due to Lender's failure to obtain a satisfactory insurance premium to the Secretary.

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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 face of the Security Instrument. This right applies even after foreclosure proceedings are completed. 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 the Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, the Security Instrument and the obligations that it secures shall remain in effect as Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if (a) Lender has accepted nonpayment after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a related foreclosure proceeding, (b) reinstatement will preclude foreclosure on different grounds in the future, or (c) reinstatement will adversely affect the priority of the lien created by the Security Instrument.

11. **Borrower Not Released; Indorsement By Lender Not a Waiver.** Extension of the time of payment or modification or amendment of the same secured by the Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to (a) 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 or amend the obligations of the individual by reason of any demand made by the original Borrower or Borrower's successors in interest. Any indorsement by Lender in extending any right or liability created by a waiver of or providing the existence of any right or remedy.

12. **Successors and Assigns; Limited and General Liability; Cognizance.** The covenants and agreements of the Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions contained herein. Borrower's covenants and agreements shall be joint and several. Any Borrower who subsequently dies or becomes incompetent, (a) Lender may require the Security Instrument held in escrow, jointly and severally, from Borrower to remain in the escrow until the termination of the Security Instrument, (b) is not personally obligated to any debts or liabilities created by the Security Instrument, and (c) agrees that Lender and any other Borrower may agree to cancel, modify, or change any or all covenants or agreements with regard to the terms of the Security Instrument or the Note without their consent.

13. **Notices.** Notices to Borrower provided for in the Security Instrument shall be given by delivering it or mailing it by first class mail with appropriate postage or by another method. The notice shall be directed to the Project Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by delivery to Lender's address stated here or any address Lender designates by notice to Borrower. Any notice provided for in this Article 13 which is sent to Lender or Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this Article 13.

14. **Conforming Laws; Applicability.** This Security Instrument shall be governed by Federal law and the law of the state in which it is first recorded. It is agreed that any provision or clause of this Security Instrument or the Note conflicts with applicable state or local statute or law since such provision or clause Security Instrument or the Note can be given effect without the conflicting provision. In the event the provisions of this Security Instrument and the Note are directed to be severable:

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

16. **Assignment of Funds.** Borrower may make cash advances to Lender of the rents and revenues and rents due each month of the Project to pay its expenses in carrying out Lender's option. Borrower shall give Lender notice of Borrower's intent of any cash advance or agreement to the Security Instrument. Borrower shall collect and receive all rents and revenues of the Project in accordance with the terms of Lender and Borrower. This agreement of rents constitutes an absolute assignment and no claim will be made for any subsequent security interest.

If Lender pays taxes or breach or noncompliance of terms received by Borrower shall be held by Borrower as funds for transfer of Lender's rights to be applied to the sums secured by the Security Instrument, (b) Lender shall be entitled to collect and receive all of the rents of the Project, and to each tenant of the Project, Lender shall pay all rents due and unpaid to Lender in Lender's opinion, Lender's expense, and to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be obliged to enter upon, take control of or repossess the Project before giving notice of default to Borrower. Lender or Lender's duly authorized receiver may do so at any time when there is a breach. Any application of rents shall not exceed the amount of actual or available non-value right or interest of Lender. The assignment of rents of the Project shall commence when the debt secured by the Security Instrument is paid in full.

Notice of Assignment of Rents—Borrower and Lender further concur and agree as follows:

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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. **Release.** Upon payment of all sums secured by the Security Instrument, Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay all reinstatement costs.

19. **Waiver of Foreclosure.** Borrower waives all right of judicial and extrajudicial execution of the Project.

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Item No. 0014401

Sheet 113 15

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 the Security Instrument as if the (rider) were as part of the Security Instrument. (Check applicable boxes) []

- Condominium Rider Growing Equity Rider
 Planned Unit Development Rider Graduated Payment Rider
 Other Specified Adjustable-Rate Rider

Other [specify] Adjustable Rate Note

BY **[NAME]**, in **LOW**, Borrower accepts and agrees to the terms contained in this Security Instrument and at any time executed by Borrower and recorded with a

C. B. P. Inc.
CARL B. PINGO

NANCY L. BEHRENDT

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Please Rate - It's time for Accountability

State of ILLINOIS
County of McHenry

The foregoing instrument was acknowledged before me this 20th day of May, A.D. 1965.

CARL B. PEDIGG AND NANCY J. BEHRENDT, HUSBAND AND WIFE



My writing-based choices

Notary Public

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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 the Security Instrument as if the rider(s) were as a part of this Security Instrument. [Check applicable boxes]

- Condominium Rider Growing Equity Rider
 Planned Unit Development Rider Graduated Payment Rider
 Other Investment-Adaptable-Rate Rider

OR I (we) KNOW (specify) Adjustable Rate Mort.
By SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and is duly
executed by Borrower and recorded with it.

C. H. B. P. (Sect)
CARL H. PEPPER

Nancy L. Bierstadt
NANCY L. BEIRNSTADT

1807

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Faculty

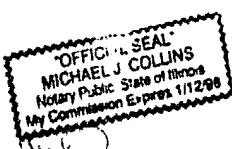
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[Home](#) [About](#) [The Lab](#) [Our Approach](#)

State of ILLINOIS
County of COOK

The foregoing instrument was acknowledged before me this 1 day of May, 1951, 1951.

CARL B. PEDIGG AND NANCY L. BEHRENDT HUSBAND AND WIFE



[View Public](#)

(Signed, L.W.G.)

МЕДИА-ИЗДАНИЯ СРЕДСТВ

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Loan No. 08A000
Borrower: CARL R. PEDIGO

Data ID: 428

FHA Case No.
13170032779-251

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 17th day of April, 1995, and is incorporated by reference and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note ("Note") to:

ACCUBANC MORTGAGE CORPORATION
(Lender) of the same date and covering the Property described in the Security Instrument and located at:

4112 NORTH KIONA AVENUE
CHICAGO ILLINOIS 60636
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:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.00%%. The Note provides for changes in the interest rate and the monthly payments, as follows:

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of July, 1995, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

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 made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary as defined in Paragraph 2(B)). Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO and SEVEN/EIGHTHES percentage points (2 87 1/8%) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of the Note, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

(E) Calculation of Payment Change

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 at the new interest rate through substantially 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.

MULTISTATE FHA ARM RIDER

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(1) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) 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) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(2) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note 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 required by Paragraph 5(F) of this Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph 5(E) of this Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

I, BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

CARL B. PEDIGO -Borrower
(Seal)

NANCY L. BEHRENDT -Borrower
(Seal)

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