BANCPLUS MORTSAGE SOME FFICIAL COPY

CCO - VERNON HILLS
935 LAKEVIEW PKWY 1105
VERNON HILLS, IL 60061

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VA Form 28 6313 Jame Loan)
Revised Aug. 1881 See Optional.
Section 1810. Title 7s. U.S.C.
Acceptable to Federal Internal
Mortgage Association

MORTGAGE IN AMICE (CITY) CLOSPS 792

[ Space Above This Line for Recording Data]

LN #: 10888237 VA #: LH651207

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS INDENTURE, made this 26TH day of MAY

, 1995 , between

BRYAN REYNOLDS AND LAURA REYNOLDS, HIS WIFE

Mortgagor, and BANCPLUS MORTGAGE CORP. existing under the laws of the State of Texas

, a corporation organized and Mortgagee.

WITNESSETH That whereas the Mortgagor is justly indigited to the Mortgages, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgages, and bearing even date herewith, in the principal jum of ------ONE HUNDRED TWENTY FOUR THOUSAND ONE HUNDRED FIFTEEN AND NO/100 --Dollars (\$ 124, 115, 00-----) payable with interest at the rate of -------SEVEN AND THREE FOURTHS-----7.750---- %) per centum per annum on the unpaid balance until paid, and made payable to the order of the Mortgages at its office in SAN ANTONIO, TX 78219 , or at such other place as the holder at 9601 MCALLISTER FREEWAY may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of ------EIGHT HUNDRED EIGHTY NINE AND 18/100-----Dollars (\$ 883.18----- )\* beginning on the first day of JULY 1995 , and continuing on the first day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JUNE , 2025

NOW, THEREFORE, the said Mortgagor, for the better of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee.

\* SEE ADJUSTABLE RATE RIDER

L969 04/95

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its successors or assigns, the following described real estate situate, lying, and being in the county of CODK and the State of Illinois, to wit:

"LOT 1/7 IN SOUTHTOWN, A RESUBDIVISION OF LOTS 1 TO 9, 10 TO 24. IN BLOCK 1, LOTS 1 TO 19 AND 16 TO 24 IN BLOCK 2, LOTS 1 TO 32 IN BLOCK 3, LOTS 1 TO 28 IN BLOCK 4 LOTS 5 TO 28 IN BLOCK 5, LOTS 1 TO 32. IN BLOCK 6 LOTS 7 TO 10 IN BLOCK 8 IN FIREMAN INSURANCE COMPANY'S ADDITION TO MORGAN PARK IN SOUTHEAST 1/4 OF SCOTTE AST 1/4 OF SECTION 13. TOWNSHIP 37 NORTH, RANGE 18, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real Estate for ID1 - 24 13 428 026 - Tax ID2

Volumo: 444

PROPERTY ADDRESS: 2520 W. 1107H PLACE CHICAGO, IL 80655

MAILING ADDRESS: 2520 W. 110TH PLACE CHICAGO, IL 60655

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagie, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the S(at) of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and walve.

AND SAID MORTGAGOR covenants and agrees.

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value therset, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all pulldings that may at any time be on said premises, during the continuance of said indebted eas, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgages the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgages for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said

note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgages shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises asscribed herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate logal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor further covenants and agrees as follows.

Privilege is reserver, o prepay at any time, without premium or fee, the entire indebtedness or any part mereof not less than the amount of one installment, or one hundred dollars (\$100,00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

Together with, and in addition to, ne monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgages as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

- a. A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of rine and other hazard insurance covering the mortgaged property, plus taxes and resessments next due on the mortgaged property (all as estimated by the Mortgages, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgages in trust to pay said ground rents, premiums, taxes and assessments.
- b The aggregate of the amounts payable pursuant to subparagraph (r) and those payable on the note secured hereby, shall be paid in a single paymont each month, to be applied to the following items in the order stated:

I ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums,

II. interest on the note secured hereby; and

Ill amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage At Mortgage's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagor under subparagraph (m) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagae as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagea stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgages as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Mortgago, and credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgages acquires the property otherwise after default, the Mortgages as Trustee shall apply, at the time of the communicement of such proceedings or at the time the property is otherwise acquired, the amount the remaining to credit of Mortgagor under said subparagraph (a) as a credit on the interest scrued and unpaid and the balance to the principal then remaining unpaid under said note.

AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagoe all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, boruses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time ruquire, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Nicotagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In spent of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thareof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before

or after sale, and without notice to the sald Mortgagor, or any party claiming under sald Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgages, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes insurance, and other items necessary for the protection and preservation of the property

IN CASE OF FORECLOSURE of this mortgage by said Mortgages in any court of law or equity a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary avidence and the cost of a complete abstract of title for the purpose of such foreclosura, and in case of any other suit, or legal proceeding, wherein the Mortgages shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in oursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale and conveyance, including reasonable attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made, (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Department of Veterans Affairs on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and spreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of payment of the dest hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The Grantors covenant and agree that so long as this Mortgage and the said note secured hereby are insured under the provisions of the Servicemen's Readjustment Act of 1944, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the holder of the note may, at its option,

declare the unpaid balance of the debt secured hereby immediately due and payable.

Should the Department of Veterans Affairs fail or refuse to issue its guaranty of the loan secured by this Mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the amount of the note secured hereby, within sixty days from the date the loan would normally become eligible for such guaranty, the beneficiary herein may, at its option, to be exercised at any time hereafter, declare all sums secured by this Mortgage immediately due and payable.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured of any transferse thereof whether by operation of law or otherwise.

SEE ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH RECITED HEREIN /ERBATIM.

SEE ADJUSTABLE HATE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL COVENANTS, AND CONDITIONS OF THIS MORTGAGE.

Borrowerla

WITNESS the hand(s) and seal(s) of the Mortgagor(s), the day and year first written.

(Soal)

LAUNA	LIMITATION OF THE PROPERTY OF	(Sonl)
		(Soal)
		(Seal)
his/her spouse, personally kno	by Certify That  Own to me to be the same person(s)	whose name ( \ / / (
acknowledged that I signed,	g instrument appeared before me \ sealed, and delivered the said instrur ses and purposes therein set forth,	ment as I he of free
Given under my hand an  DENISE J. SALLEY  Hotary Public, 5 ate of Hilling 6/22/37	nd Notarial Seal this day of	Worsey Public.
1 060 na/0K	Page 6 of 6	

# 9504.000

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THIS RIDER IS MADE A PART OF AND INCORPORATED INTO THE DEED OF TRUST/MORTGAGE/SECURITY DEED DATED THE 26TH DAY OF MAY 1995 MADE AND ENTERED INTO BY BRYAN REYNOLDS LAURA REYNOLDS

MORTGAGOR(S), AND BANCPLUS MORTGAGE CORP. , MORTGAGEE. THE DEED OF TRUST/MORTGAGE/SECURITY DEED IS HEREBY AMENDED TO ADD THE FOLLOWING:

Acceleration Clause. This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to section 1814 of chapter 37, title 38 United States Code.

Funding Fee Clause: A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829(b).

Processing Charge Clause. Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 1814 of chapter 37, title 33 United States Code applies.

Indemnity Liability Assumption Clause: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the vegeran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

BRYAN) REVNOLDS	5.26 95
All was Described to	5-20-45
LAURA REYNOLDS	Date
	Date
Manufacture of the control of the co	Date

LOAN NO.: 10888237

#### ADJUSTABLE RATE RIDER

VA CASE NO. LH651207

THIS ADJUSTABLE RATE RIDER is made this 26TH day of MAY . 1995 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of even date herewith, given by the undersigned ("Mortgagor") to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith, to BANCPLUS MORTGAGE CORP. ("Mortgages"), covering the premises described in the Mortgage and located at 2520 W. 110TH PLACE
CHICAGO, IL 60655

Notwithstanding anything to the contrary set forth in the Mortgage. Mortgager and Mortgages hereing agrees to the following:

- 2. The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of OCTOBE(). 1996 (which date will not be less than twelve months nor more then eighteen months from the due date of the first installment payment under the Note), and thereafter each adjustment to the interest rate will be made effective on that day of each succeeding year during the term of the Mortgage ("Change Date").
- 3. Each adjustment to the interest rate will be made based upon the following mathod of employing the weekly average yield on United State: Treasury Securities adjusted to a constant maturity of one year ("Index": the Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H 15 (519)) As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any, as follows:
  - (a) The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").

    THE INITIAL INDEX VALUE IS 6.000%.

  - (c) The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows:
  - (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, the interest rate will not change.

(ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will be equal to the Calculated Interest Rate (subject to the maximum allowable change over the term of the Mortgage of five percentage points, in either direction, from the Initial Interest Rate, herein called the "5% Cap").

(iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point

higher than the Existing Interest Rate (subject to the 5% Cap).

(iv) If the Calculated Interest Rate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cap).

- (d) Notwithstanding anything contained in this Adjustable Rate Rider, in no event will any now adjusted interest rate be more than five percentage (5%) points higher or lower then the Initial Interest Rate. If any increase or decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, than the Initial Interest Rate.
- (a) Mortgages will perform the functions required under Subparagraphs 3(a), (b) and (c) to determine the amount of the new adjusted interest rate, if any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be deemed to be the Existing interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.
- (f) The method set forth in this Paragraph 3 of this Adjustable Rate Rider, for determining whether or not an adjustment must be made to the Existing Interest Rate incorporates the effects of the provisions of 24 CFR 203.49(e)(1) and 234.79(e)(1) which require that changes in the Index in excess of one percentage point must be carried over for inclusion in adjustments to the Existing Interest Rate in subsequent years.
- (g) If the Index is no longer available, Mortgages will be required to use any index prescribed by the Department of Veterans Affairs. Mortgages will notify Mortgagor in writing of any such substitute index Igiving all necessary information for Mortgagor to obtain such index) and after the date of such notice the substitute index will be deemed to the index hereunder.
- (a) If the Existing Interest Rate changes on any Changs Date, Mortgages will recalculate the monthly installment payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date, the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all prepayments on the Note have been taken into account, a) the new Existing Interest Rate, in equal monthly payments. On or before the Change Date, Mortgages will give Mortgagor written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the monthly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the Change Date, (iv) the amount of the adjusted monthly installment payments, calculated as provided above, (v) the Current Index, (vi) the method of calculating the adjustment to the monthly installment payments and (vii) any other information which may be required by law from time to time.
  - (b) Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs at least thirty (30) days after Mortgagoe has given the Adjustment Notice to Mortgagor. Mortgagor will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given by Mortgagoe

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to Mortgagor until the first payment date which occurs thirty (30) days after Mortgagoe has given a further Adjustment Notice to Mortgagor. Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be relieved of any obligation to pay, and Mortgagoe will have forfaited its right to collect, any Increase in the monthly installment amount (caused by the recalculation of such amount under Subparagraph 4(a)) for any payment date occurring less than thirty (30) days after Mortgagoe has given the applicable Adjustment Notice to Mortgagor.

(c) Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) Mortgages failed to give the Adjustment Notice when required, and (iii) Mortgagor, consequently, has made any monthly installment payments in excess of the amount which would have been cut forth in such Adjustment Notice ("Excess Payments"), then Mortgagor, at Mortgagor's sole option, may either (1) demand the return from Mortgages (who for the purposes of this sentence will be deemed to be the mortgages, or mortgages, who received such Excess Payments, whether or not any such mortgages subsequently assigned the Mortgage) of all or any portion of such Excess Payments, with interest therson at a rate equal to the Index on the Change Date when the Existing Interest Rate was so reduced, from the date each such Excess Payment was made by Mortgagor to repayment, or (2) request that all or any portion of such Excess Payments, together with all interest thereon calculated as provided above, be applied as payments against principal.

5. Nothing contained in this Adjustable Rate Rider will permit the Mortgages to accomplish an interest rate adjustment through an increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through adjustment to Mortgagor's monthly increasement payments of principal and interest, as provided for herein.

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

Mortgagor(a):	
BRYAN REVNOLOS	(Sea)
LAURA REYNOLDS	(Sea))
	(Seal)
	(Seal)