### 96463635

A.T.G.F. BOX 370

DEPT-01 RECORDING

\$37.50

- . T40011 TRAN 2046 06/17/96 15:40:00
- \$7876 \$ RV \*-96-463635
  - COOK COUNTY RECORDER

200

[Space Above This Line For Recording Data] -

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on
996 The mortgagor is Frunk Hankle, Jr. Married To Ruby J. Hankle
("Borrower"). This Security Instrument is given to Suburban
ederal Savings, A Federal Savings Bank, which is organized and existing
nder the laws of the United States of America and whose address is 154th., At
Aroadway, Harvey, Illinois 30425 ("Londer").
Borrower owes Lender the principal sum o NINETY TWO THOUSAND AND NO/100
Dollars (U.S.\$ 92,000.00 ). This debt is evidenced by Borrower's note
lated the same date as this Security Instrument ("h'ote") which provides for monthly payments, with the full debt, if not
aid earlier, due and payable on July 1, 2026 . This Security Instrument
ecures to Londer: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
nodifications of the Note; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security
f this Security Instrument; and (c) the performance of Borrowe 's covenants and agreements under this Security Instrument
nd the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described proper-
y located in <u>Cook</u> County, Illinois:

LOT 54 IN THE SECOND ADDITION TO SHIRBIL ESTATES, BEING A SUBDIVISION OF PART OF THE NORTH 20 ACRES OF LOT 6 IN K. DALENPERG'S SUBDIVISION OF PART OF SECTIONS 22 AND 27 ALL IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 29-27-105-022-0000

96463635

which has th	e address of 17037	S. Louis		South Holiand
		(Street)		[City]
Illinois	60473	("Property Address");	•	
	(Zip Code)	• •		

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is reforred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

LOAN #:

Form 3014 9/90

Initial(s)

FIRST DATA SYSTEMS, INC.

(615) 361-8404

Warran de

ΑΕΩΕ. Συσαγο

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in Aili, a sum ("Funds") for:
(a) yearly taxes and assessments which may attain priority over this Security Instrument as a fice on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property Insurance premiums; (d) yearly flood insurance premiums, if any; (a) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Londer, in accordance with the provisions of paragraph 8, in flett of the payment of mortgage insurance premiums. These items are called "Fiscrow Items." Londer may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage foan may require for Borrower's escrow account under the federal Real Estate Sottlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$ 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the passer amount. Londer may estimate the amount of Funds due on the basis of current data and reasonable estimates of exceed data and reasonable estimates of exceed the funds in secondance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is such an institution) or in any federal Home Lean Bank. Lender shall apply the Funds to pay the escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, where Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds or pledged as additional security for the sums secured by this Security

Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender way so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Londer shall promptly refund to Borrower any Funds held by Londer. If, under paragraph 21, Londer shall acquire or self the Property, Londer, prior to the acquisition or sale of the Property, shall apply any Funds held by Londer 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 or ground serie, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Berrower 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 these payments directly, Borrower shall promptly furnish to Lender rescipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) 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 from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of 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 erected 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

Initial(s) 4th

LOAN #:

4

them c paid encing er: (a)

Form 3014 9/90

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 restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not tessened. If the restoration or repair is not economically feasible or Lender's security would be 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 abandous the Property, or does not answer 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, see red 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 does of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the freperty is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property refer to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, exablish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in definal if any forfeiture action or proceeding, with not criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise an torially impair the lien created by this Security Instrument or Londer's security interest. Borrower may cure such a default and relating, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good with determination, precludes forteliure of the Borrower's interest in the Property of other material impairment of the deal created by this Security Instrument or Londor's security interest. Horrower shall also be in definit if Borrower, during the loss application process, gave materially thise or inaccurate information or statements to Lender (or failed to provide Lender with the material information) in connection with the foan evidenced by the Note, including, but not limited to, representations careering Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Horrower shall comply with all the provisions of the lease. If Borrower acquires the title to the Property, the leasehold and the fee title shad not merge unless Leader agrees to the morger in writing.
- 7. Protection of Lendor's Rights in the Property. If Dorrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly after Lender's rights in the Property (such as a proceeding in bankraptcy, probate, for condomnation or forfeiture or to enforce least or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a tien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' test and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not have to do so.

Any amounts disbursed by Londer under this paragraph 7 shall become additional debt of Borre we's secured by this Security Instrument. Unless Borrower and Londer agree to other terms of payment, these amounts shall view interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

payment.

8. Martgage insurance. If Londor required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the promiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Londor lapses or consest to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance everage is not available. Borrower shall pay to Lender each month a sum equal to one-twolfth of the yearly mortgage insurance promium being paid by Borrower when the insurance coverage lapsed or consed to be in effect. Lender will accept, use and retain these payments as a loss reserve in flett of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in

LOAN #1

Initial(e) ... Hatty .....

Page 3 of 6

Form 3014, 9790

the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Horrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Horrower and Lender or applicable law.

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.

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 Londer.

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 are 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 abandored 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 other vise 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 his 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 ray 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 Liabilit; 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 extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument, or the Note without that Borrower's

onsent.

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 collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the non-curit 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 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 propayment without any prepayment charge under the Note.

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

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 conflicts with applicable law, such conflict shall not affect other provisions 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.

LOAN #:

Page 4 of 6

Form 3014 9790

Inhibition THA

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

17. 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 Lendor's prior written consent, Lendor 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 Londor II exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of neceleration. 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 this 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 on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Scenity Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures my default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, our not limited to, reasonable atterneys' fees; and (d) takes such action as Lender may reasonably require to assure that the 'ist 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 unshanged. Upon reinstatement by Borrower, this Security Instrument and the obligations a corred hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Cene Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that coite is a contily payments due under the Note and this Security Instrument. There also may be one or more changes of the Loar Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Burrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the nor Loan Servicer and the address to which payments should be made.

The notice will also contain any other information required by applicable law.

26. Hazardous Substances. Borrower shall not enuce or permit the presence, use, disposal, storage, or release of any finzardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. "In preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of flazardous 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 remodiation of any Hazardous Substance affecting the Property is necessary.

Borrower shall promptly take all necessary remedial actions in accordance with the agamental Law.

As used in this paragraph 20, "Hazardons Substances" are those substances defined as toxic or hazardons substances by Environmental Law and the following substances: gasoline, kerosene, other flammable 2, 10xic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formuldehyde, and addicative materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree 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 17 unless applicable law provided 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 florrower, 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, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform florrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not 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 outsited to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Londer shall release this Security

Instrument without charge to Borrower. Borrower shall pay any recordation cost.

23. Walver of Homestead. Borrower walves all rights of homestead exemption in the Property.

LOAN #1

Initial(a)

Page 5 of 6

Form 3014 9/90

# 96463625

# **UNOFFICIAL COPY**

24. Riders to this Security Instru- with this Security Instrument, the covenants and supplement the covenants and agreements [Check applicable box(es)]	ment. If one or more riders are executed and agreements of each such rider shall to of this Security Instrument as if the rider(s) of the ride	be incorporated into and shall amend
X Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
territory.		
Other(s) [specify]		and the state of t
and in any rider(s) executed by Borrower a	epts and agrees to the terms and covenants and recorded with it.	contained in this security instrument
Witnesses:	· 1:	
- Land enhere	FOUNT HANKLE, JR.	-Borrower
Q <sub>1</sub>		2
	Kuby J. Dlank	(Scal)
Ox	RUBY (J. HANKLE, *	KLE IS SIGNING -Borrower
	THIS MORTGAGE SOL	ELY FOR THE PURPOSE OF
	Sper . D low This Line For Academic HER HOMES	TEAD RIGHTS.
RECORD AND RETURN TO: SUBURBAN FEDERAL SAVINGS, A FEDERAL SAVINGS BANK 154TH., AT BROADWAY HARVEY, ILLINOIS 60426	T COLINA CIO	· · · · · · · · · · · · · · · · · · ·
STATE OFILLINOIS	· · · · · · · · · · · · · · · · · · ·	$T_{0}$
COUNTY OF	ss:	0.
COUNTY OF9999		U <sub>x</sub>
i, THE JUNDERSIGNED	a Notary Public in and for said count RUBY J. HANKLE to me to be the person(s) who, being informed nowledged said instrument to be to the purposes	med of the contents of the foregoing !! REIR free and voluntary act
	is5THday of	
My Commission Expires Correlates  NOTARY PROTECTAN MY COMMISSION	EAL HINDLER DE OF HANOUS ACE, 19,1993	Halsus Hoofic (SEAL)
This instrument was prepared by, . W	ary, barker, , sudurban , pederal, s	SAVINGS, afsb

	Į
.1	
1	
١,	
į	
1	
7	
1	r

[Space Above This Line For Recording Date]

#### FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE CLATE RIDER is made this St.b day of Juna
incorporated into and shall be deemed to amond and supplement the Mortgage, Doed of Trust or Security Deed (the "Security
Instrument") of the same date given by the undersigned (the "Borrower") to secure florrower's Pixed/Adjustable Rate Note
(the "Note") to Suburban, Endar A. Saylaga, A. Endaral, Saylaga, Bank
(the "Londor") of the same date and covering the property described in
the Security Instrument and located at:
(2) sperty Address)

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE MOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE 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. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

#### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

#### (B) The Index

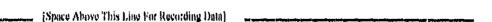
Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

#### (C) Calculation of Changes

Loan #:

MULTISTATE F	KED/ADJUST	ABLE RATE RIDER - 1	IYR TREASURY INDEX - Single Family - I	Fannie Mae Uniform instrument	Form 3182 5/94
Initial(9)	340		Page 1:ol 3		
OCMU577	1		first data systems, Inc.	•	1-615-361-8404



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 of Literest Rate Changes

#### (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 change Date until the amount of my monthly payment changes again.

#### (F) Notice of Changes

MANUAL PARTY

The Note Holder will deliver or mail to me a notice of any change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest are before the affective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

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

1. UNTIL BORROWER'S INITIAL FIXED INTERES? RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOYF, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrowe. 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 not a natural person) without Londer's prior written consent, Londer a ay, at its option, require immediate payment in full of all sams secured by this Security Instrument. However, this option, shall not be exercised by Londer if exercise is prohibited by federal law as of the daig of this Security Instrument.

If Lender exercises this option, 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 this 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 femand on Borrower.

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION BI ABOVE SHALL THEN CEASE TO BE IN AFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL DE 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 antural 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 law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Londer.

To the extent nermitted by annihilable law, Londer may charge a reasonable fee are a condition to Londer.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Londer's consent to the loan assumption. Lender also may require the transferoe to sign an assumption agreement that is acceptable to Lender and that obligates the transferoe 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 Instru-

ment unless Lender releases Horrower in writing.

Loan #1

[Space Above This Line For Recording Data]

\* WOOD ON THE

If Lender exercises the option to require acceleration. The notice shall provide a perior mailed within which Borrower must pay all these sums prior to the expiration of this per instrument without further notice or demand on	immediate payment i od of not less than 3 sums secured by this fod, Lender may inve	n full, Lender shall g 0 days from the dato Security Instrument. oke any remedies per	ive Borrower notice of the notice is delivered If Borrower fails to pay mitted by this Security
Instrument viithout further notice or demand on BY SIGNING BELOW, Borrower accepts and agr			
ate Rider.			
Or	tout	1 Lank	10.00
	Fount Hankle,	Jr.	(Soal) -Borrower
0		***********************************	(Scal)
	· Anthrete (Anthrete (Anthree))	**************************************	
	CO,		
	4px	, A	
	9		
		4	
		10	
			Jis.
		Clorts	(C)