

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$35.00  
T\$0012 TRAN 1119 06/27/96 14:56:00  
\$5136 + DT #--96-498037  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$32.00

RE/Real #

Prepared by:

SECRET UNREAL  
1693A KILBURN ST

FAIRFIELD, VA 20031

## REFINANCE MORTGAGE

350  
P320

THIS MORTGAGE ("Security Instrument") is given on JUNE 19, 1996

BENJAMIN ROBINSON AND RENEE ROBINSON, HUSBAND & WIFE

("Borrower"). This Security Instrument is given to U.S. POSTAL FEDERAL CREDIT UNION

which is organized and existing under the laws of THE FEDERAL CREDIT UNION ACT, and whose address is 7905 MALCOLM ROAD, 4TH FLOOR, CLINTON, MD 20735

("Lender"). Borrower owes Lender the principal sum of FIFTY FOUR THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 54,750.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2026. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenant 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:

LOT 2 IN BLOCK 14 IN ENGLEFIELD, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. 30-30-415-023-0000

which has the address of  
Illinois 60620

7604 S. WOOD STREET

CHICAGO

[Street, City]

[Zip Code] ("Property Address")

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

Initials \_\_\_\_\_ INSTRUMENT Form 3014 9/90  
Amended 5/91

VMP -2006(IL) (9592)

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VMP MORTGAGE FORMS 1800/521-7291



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Both owner shall prominently disclose 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) consents in good faith the Lender or debtors 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 stipulating the lien to be security for another debt or obligation.

and, to interest due to him in any property which he has or may have, according to whom his payment is due, to any late charges due under the Note.

**3. Application of Payment.** Unless applicable law provides otherwise, all payments received by 2 under this paragraph shall be applied first to any prepayment charges due under the Note; second to amounts payable under paragraph 2; and third to the principal balance.

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

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower twelve months after the date of the filing of a complaint by Borrower to settle the dispute.

The Funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution as to pay theorrow terms Lender may not change Borrower's holding and applying the Funds, currently amplying the escrow account, unless Lender pays Borrower's 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 his loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires Lender to pay a fee to the Funds, unless Lender has agreed to the Funds' annual accounting of the Funds, showing credits and debits to the Fund, Lender shall apply the Funds to pay the Borrower and Lender may agree in writing, however, that the last shall give to the Funds and the purpose for which each without charge, an annual account of the Funds, showing credits and debits to the Fund, Lender shall give to the Funds and the purpose for which each debits to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Secondly, many estimates of the amount of funds due on the basis of current debt and reasonable estimates of expenditures to finance future debts or obligations in accordance with applicable law

2. **Funds for Taxes and Insurance:** subject to applicable law of 10 a written waiver by lessee, landlord shall pay in and assessments which may affect his security instrument as a lien on the Property; (b) yearly leasehold payments of ground rent to the Proprietor, if any; (c) yearly tax paid in full, a sum ("Funds") for (a) yearly tax and assessments which may affect his security instrument as due under the Note, until the Note is paid in full, a sum ("Funds") for taxes and insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Fees" or "Landlord fees", in any lease, forfeited and held funds in an amount not to exceed the maximum amount a lessor for a federally related mortgage loan has received under the federal Residential Proceeds Act of 1974 as amended from time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"). Unless another law that applies to the Funds sets a lesser amount, it so, lessor may, at any time, collect and hold funds in an amount not to exceed the lesser amount.

principal of and interest on the debt evidenced by the Note and any prepayment and the charges due under the Note.

**CUSTOM FORM GOVERNANTS.** Borrower and Lender covenant and agree as follows:

and will defend sincerely the title to the Property against all claims and demands, subject to any encumbrances of record.

**TOGETHER WITH** all the improvements now or hereafter erected on the property, and all easements, appurtenances, fixtures now or hereafter a part of the property. All replications and addititions shall also be covered by this Agreement. All of the foregoing is referred to in this Section of instrument as the "Property".

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in 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 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 lessened. 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 abandons 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 secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence 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 withheld, 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 default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender or failed to 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 this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws 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 lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees 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 Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear 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. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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

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 that he reduced by the amount necessary to reduce the charge to the permitted limits, and (b) any sums already collected from Borrower within exceedance will be repaid under the Note or by making a direct payment to Borrower; if a refund reduces principal, the reduction will be treated as a partial prepayment without any premium to Borrower.

12. **Successors and Assignees Bound; Joint and Several Liability; Covenants Not to Compete.** The covenants and agreements of this Securities Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraphs 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the terms of this Note.

11. Borrower may release his Under Not a Warmer extension of the time for payment or modification of agreement of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not be a waiver of or prejudice the successors in interest. Any forbearance by Lender in exercising any right to remedy shall not be a waiver of or prejudice the of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's countenace proceedings against any successor in interest of Borrower, and the fee payable otherwise wholly 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 of the original Borrower.

class leadership and partywide outreach, and the administration of proceedings to prevent such an event from occurring.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of sole 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, whichever is due.

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 the sums are then due. 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 instrument, unless Borrower and Lender otherwise agree in writing, unless Borrower has paid to Borrower the amount of the sums secured by this instrument before the taking, and unless otherwise agreed in writing or unless otherwise provided, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

shall be paid to [redacted]

**10. Contingent claim.** The proceeds of any award or claim for damages, direct or consequential, in connection with any continuation of or after taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assented and

9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property; Lender shall give

obtain coverage subsequently equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternative mortgage insurer approved by Lender. Lender shall pay to Borrower of the mortgage insurance previously in effect, if not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage based on increased premiums may no longer be required, at the option of Lender, if mortgagor insurable coverage in lieu of mortgagor insurance premiums may no longer be required, use and retain these payments as a loss reserve in lieu of mortgagor insurance, less reserves paid to Lender will accept use and retain these payments as a loss reserve in lieu of mortgagor insurance, less reserves paid to Lender shall be used to provide insurance coverage in effect, or to provide a loss reserve for the period that Lender shall pay to Lender under the terms of this Note.

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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.

**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 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.

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 demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of (a) 5 days (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; or (b) entry of judgment enforcing 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 any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully 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 Loan 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 collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower 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 new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous 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. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

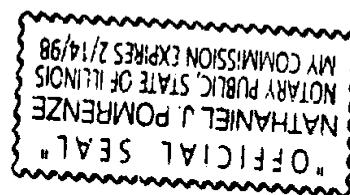
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive 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

*BR R.R.*

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#### My Commission Express

Given under my hand and official seal, this 19<sup>th</sup> day of June 1956

Signed and delivered this said instrument as John free and voluntarily set, for the uses and purposes herein set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that John whose name(s) personally known to me to be the same address(es), whose name(s)

1. STATE OF ILLINOIS.  
2. WATKINS, C. F., witness.  
3. 2004 (Date) ss  
4. A Notary Public in and for said county and state do hereby certify  
5. that upon her/his examination of the foregoing  
6. she/he has no knowledge of any forged or false statement therein.

of  
Hoffmeyer  
(Seal) (Seal)

RENEE ROBINSON  
BENJAMIN ROBINSON

BY SIGNING BELOW, BOTH WITNESSES AND AGREE TO THE TERMS AND CONVENTIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY FIDUCIES EXCLUDED BY BORROWER AND RECORDED WITH IT.

23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-signants and agreeements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument and agreeements of all the riders) were a part of this Security Instrument.
24. <input checked="" type="checkbox"/> I-4 Family Rider
25. <input type="checkbox"/> condominium Rider
26. <input type="checkbox"/> condominium Rider
27. <input type="checkbox"/> planned Unit les developer Rider
28. <input type="checkbox"/> Biweekly Payment Rider
29. <input type="checkbox"/> Rule Improvement Rider
30. <input type="checkbox"/> Second Home Rider
31. <input type="checkbox"/> Other(s) [specify]
32. <input type="checkbox"/> VA Rider
33. <input type="checkbox"/> balloon Rider
34. <input type="checkbox"/> graduated Payment Rider
35. <input type="checkbox"/> Biweekly Payment Rider
36. <input type="checkbox"/> Rule Improvement Rider
37. <input type="checkbox"/> planned Unit les developer Rider
38. <input type="checkbox"/> condominium Rider
39. <input type="checkbox"/> Biweekly Payment Rider
40. <input type="checkbox"/> Other(s) [specify]

(c) a date, not less than 30 days from the date the defaulter is given to Borrower, by which the defaulter must be cured; and (d) that failure to cure the date the notice is given to Borrower, by which the defaulter must be cured; and secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remit late 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 defaulter 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 judgment proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph without charge to Borrower. Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

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

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## ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 19TH day of JUNE, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to CREDIT UNION MORTGAGE ASSOCIATION U.S. POSTAL FEDERAL CREDIT UNION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

7604 S. WOOD STREET, CHICAGO, ILLINOIS 60620

[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 ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

The Note provides for an initial interest rate of 6.50%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

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

#### (A) Change Dates

The adjustable interest rate I will pay may change on the first day of JULY, 2003, and on that day every 12th month thereafter. Each day on which my adjustable interest rate could change is called a "Change Date."

#### (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

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage point(s) (.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.50% or less than 3.50%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (.200, %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.50%, which is called the "Maximum Rate."

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### (F) Notice of Changes

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

### B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

### S. FIXED INTEREST RATE CONVERSION OPTION

#### (A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date." \*third X BLR

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must

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