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Prepared by: Gilleen Smalek

BERTON SPENDING \$85.00
BENTS BANK 284.00 01-95 1817200
6200 5.00 BENTON 1988-89864
COURT ORDER RECD

Permanent Tax Index No:
19-09-222-052-0300

2-005385-7

MORTGAGE

BOX 260

35^W
N)

THIS MORTGAGE ("Security Instrument") is given on
Andrzej Rzadkowicz and
Anna Rzadkowicz HIS WIFE
Wojciech Rzadkowicz a bachelor.

July 17, 1996

The mortgagor is

"Borrower"). This Security Instrument is given to Fidelity Federal Savings Bank

Fidelity Federal Savings Bank

300905444

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose
address is 5455 W. Belmont Ave., Chicago, IL 60641

(“Lender”). Borrower owes Lender the principal sum of
ONE HUNDRED SIXTEEN THOUSAND EIGHT HUNDRED FIFTY & 00/100.

DRAFT (U.S. \$ 116,850.00).

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 **August 1, 2056**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **Cook County, Illinois**:

THE NORTH 30 FEET OF LOT 19 IN BLOCK 51 IN FREDRICK H.
BARTLETT'S CENTRAL CHICAGO, BEING A SUBDIVISION OF THE
SOUTHEAST QUARTER OF SECTION 4 AND THE NORTHEAST QUARTER AND
THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 38 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

which has the address of
Illinois

4955 S. Lamon
60638

Chicago

{Street, City},

**ILLINOIS - Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/00
Amended 5/91**



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1998 (7) 49-103

Homeworker's rights under Pay Homeless! (including minimum wage, overtime pay, meal periods, and family leave) over his/her employer's pay period, provided the employee has performed work for the employer during the pay period.

4. (Charges; Liens). Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property.

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

(Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds

If the Funds held by Leander exceed the amounts permitted to be held by any applicable law, Leander shall account to Borrower for amounts paid by Leander's sole discretion.

The Funds shall be held in an institution, whose expenses are insured by a federal agency, insurmountably, or entirely (including interest, if Lender is such an institution) or by a Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items. Lender may not charge Borrows for holding and applying the Funds, annually analyzing the escrow account, or verifying the escrow items, unless Lender pays Borrows for holding and applying the Funds and permits Lender to make such a charge. The Escrow items, unless Lender pays Borrows for holding and applying the Funds and permits Lender to make such a charge, however, Lender may require Borrows to pay a one-time charge for an independent legal counsel to handle the escrow. Lender in connection with his loan, unless applicable law provides otherwise, unless an agreement is made to apply interest to the escrow items, Lender shall not be required to pay Borrows any interest or earnings on the escrow items. However, Lender may require Borrows to pay a one-time charge for an independent legal counsel to handle the escrow items, unless Lender in connection with his loan, unless applicable law provides otherwise, unless an agreement is made to apply interest to the escrow items, Lender shall not be required to pay Borrows any interest or earnings on the escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (a) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph I, in lieu of the payment of monthly insurance premiums. These items are called "Fees or Items" under my Lender may, at any time, collect in amount not to exceed the maximum amount in a letter for a federally regulated mortgage loan may require, for Borrower's account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 2 U.S.C. Section 2601 et seq. ("RESPA"). Unless another law that applies to the Funds may permit, [] so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may return all or any portion of current due and reasonable estimates of expenditures of future Escrow items or amounts due in arrears, if any, to the Lender, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien 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; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph I, in lieu of the payment of monthly insurance premiums. These items are called "Fees or Items" under my Lender may, at any time, collect in amount not to exceed the maximum amount in a letter for a federally regulated mortgage loan may require, for Borrower's account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 2 U.S.C. Section 2601 et seq. ("RESPA"). Unless another law that applies to the Funds may permit, [] so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may return all or any portion of current due and reasonable estimates of expenditures of future Escrow items or amounts due in arrears, if any, to the Lender, until the Note is paid in full, a sum ("Funds") for:

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

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

THIS SECURITY INSTRUMENT combines uniform documents for national use and non-uniform documents with limitations by jurisdiction to considerate a uniform security instrument covering real property.

All of the foregoing is intended to be fully incorporated as the Property.

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY, AND ALL THE EXISTING IMPROVEMENTS, APPURTENANCES, AND FIXTURES NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPAIRS, MAINTENANCE AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT.

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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 obtain coverage substantially 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 alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is 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 lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Lots resgrye
initials: *Q J AR* AR

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be severable.

Given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to conflict with § 87(2) each law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be disregarded in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note is declared invalid by a court of law or by another law of the State, the Note shall be governed by the law of the jurisdiction in which the Note is located.

13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state where it is executed.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in a manner under the Note.

15. Power of attorney. If a fund reduces principal, the reduction will be treated as a partial payment without any prepayment charge. Borrower, if a fund reduces principal, the reduction will be treated as a partial payment without any prepayment charge. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment 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.

16. Future class note. 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 by first class mail to Lender's

17. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in a manner under the Note.

18. Loan Cofirms. If the loan secured by this Security Instrument is subject to a law which does not permit changes,

make any additions with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

19. Security interest. In the event of any sums secured by this Security Interest, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or

Borrower's interest in the Property under the terms of this Security Interest; (b) do not personally obligate to pay the sum

Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey this

Property. Borrower's co-signers and successors 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 provisions of this

20. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The co-signers and agreements of this

Instrument. Any right exercisable by Lender in exercising my right of remedy shall not be a waiver of or preclude the exercise of any

in interest. The sums secured by this Security Interest by reason of any demand made by the original Borrower's successors or

comminic procedure applies against Lender in interest or failure to extend time for payment or otherwise markedly modified to

not operate the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to

amortization of the sums secured by this Security Instrument granted by Lender to my successor in interest of Borrower shall

11. Borrower Not Released; Forfeiture; Note & Waiver. Extension of the time for payment of modification of this

the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the amount

by this Security Instrument, whether or not due.

is authorized to collect and apply the damages, at its option, either to restoration or return of the Property or to the sums accrued

if the Property is abandoned by Borrower, or, if, after notice to Borrower that the condenser offers to make in

sums secured by this Security Instrument whether or not the sums are then due.

Borrower and Lender agree before the taking, divided by (b) the fair market value of the Property immediately before the

Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

value of the Property immediately before the taking, within the event of a partial taking of the Property in which the fair market

value of the Note due, with my 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, the Note is equal to or greater than the amount of the sums secured by this Security

Instrument or other taking of any part of the Property, or for convenience in lieu of condemnation, we hereby assent and

condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with my

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or his agent may make reasonable inspection upon and inspection of the Property. Lender shall give

notice in accordance with any written agreement between Borrower and Lender or applicable law.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with my

Property notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

11. Insurance. Premiums required to maintain insurance in effect, or to provide a loss reserve, until the requirement for mortgagor

that Lender requires) provided by an insurer approved by Lender against becomes available and is obtained. Borrower shall pay the

premiums may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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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 a 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 attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchallenged. 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.

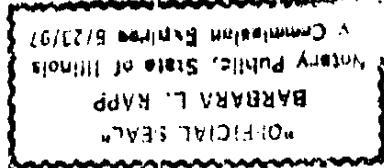
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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 Borrower 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 entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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ATTN: LOAN CLOSING
CHICAGO, IL 60641
545 N. BELMONT AVE.
WIDELITY FEDERAL SAVINGS BANK
MAIL TO:

2-005385-7



Notary Public

5/25/97

My Commission Expires: 5/25/97

GIVEN under my hand and official seal this 17th day of July 1996
Signed and delivered the said instrument as fully free and voluntarily by me in person, and acknowledged as such before [Signature]
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged as such before [Signature]
personally known to me to be the same person(s) whose name(s)
Myself Richard Rapp a bachelor,

Richard Rapp and Anna Rapp his wife
, a Notary Public in and for the county and state do hereby certify that
I, Richard Rapp, a Notary Public, do solemnly declare and swear to the truth and accuracy of the foregoing instrument.

STATE OF ILLINOIS.

Notower
(Seal) Richard Rapp a bachelor
Notower
(Seal) Anna Rapp his wife
Notower
(Seal) Richard Rapp a bachelor

Notower
(Seal) Richard Rapp a bachelor
Notower
(Seal) Anna Rapp his wife
Notower
(Seal) Richard Rapp a bachelor

any rider(s) executed by Borrower and recorded with it
Witnesses: *[Signature]* (Auditor)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in
the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement
the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]
- Admissible Rule Rider
 - Conditional Rider
 - Planed Unit Development Rider
 - Biweekly Payment Rider
 - Family Rider
 - Condominium Rider
 - Standard Home Rider
 - Other(s) (specify)
 - VA (if applicable)
 - balloon Rider
 - Credit Extended Payment Rider
 - Other(s) (specify)

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, Borrower shall pay any recording costs.

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

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The Note Holder will then determine the amount of the monthly payment, unpaid principal that I am expected to owe at the Change Date in full on the 1st in substantially equal payments. The result of this calculation will be the new amount in the boxes; if no box is checked, there will be no maximum limit on interest rate changes.

(D) Limits on Interest Rate Changes

(Please check appropriate boxes; if no box is checked, there will be no maximum limit on interest rate changes.)

(1) There will be no maximum required to pay at the first Change Date.

(2) The interest rate will never be increased or decreased on any single percentage point(s).

(3) My interest rate will never be increased or decreased by two percentage points over the preceding period.

13.375

(Seal)
Borrower

(Seal)
Borrower

Ukrainian Review
Anne Radkoff

(Seal)
Borrower

(Scal)
Borrowed