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6+76 01-980 OF
2002

96614980

RECEIVED AUG 05 1996
96493093

AFTER RECORDING MAIL TO:

LaSalle Home Mortgage
Corporation
12 Salt Creek Lane Suite 110
Hinsdale, IL 60521

AP# DOMINI, S4588771
LN# 4588771

Dee Berg Recorded
To Credit where due
on Recd.

: DEPT-01 RECORDING \$39.00
: T#0012 TRAN 1095 06/26/96 11:59:00
: #4214 + TD #-96-493093
: COOK COUNTY RECORDER

[Space Above This Line For Recording Data] COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 25, 1996. The mortgagor is Sharon D. Dominguez, married to Devinn Dominguez**

("Borrower"). This Security Instrument is given to LaSalle Bank, F.S.B.

existing under the laws of the United States of America
4242 N. Harlem Ave., Norridge, IL 60634

("Lender"). Borrower owes Lender the principal sum of One Hundred Sixty Three Thousand Dollars and no/100 (U.S. \$ 163,000.00). 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 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:

LOT 129 IN DYNASTY LAKE ESTATES UNIT III, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Devinn Dominguez is executing this mortgage solely for the purpose of waiving any and all marital and homestead rights. J.D.

31-02-100-013 ,

which has the address of

Illinois 60429 3709 Streamwood Drive
(ZIP CODE) ("Property Address");

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0890)-L PAGE 1 OF 8

Hazel Crest
(CITY)

FORM 3014 8/90

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BOX 333-CTI

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If the Funds need to be used by Leander to exceed the amounts permitted to be held by application law, Leander shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the account to Borrower held by Leander exceeds the amounts permitted to be held by application law, Leander shall make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments at Leander's sole discretion.

The Funds shall be held in an institution whose expenses are insured by a federal agency, insurance company, or bank, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Land, or may not charge Borrower for holding and applying the Funds, usually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require to pay a one-time charge for an undersigned real estate tax reporting service used by Lender in connection with this loan, unless a separate real estate tax provision is made in the agreement to pay reasonable attorney fees on behalf of the Funds on behalf of the Lender to Borrower, within our charge, an annual fee shall be paid on the Funds, Lender shall give to Borrower, within our charge, an annual fee shall be paid on the Funds, showing credits and debts to the Funds and the purpose for which each debt is accumulated of the Funds, showing credits and debts to the Funds and the purpose for which each debt is made. The Funds are pledged as additional security for all sums secured by this Security instrument.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender or on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may affect a claim priority over this Security interest in real property held by Borrower to Lender; (b) yearly leaseshold payments or ground rents on the property held by Borrower to Lender; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums; (f) any sums payable by Borrower to Lender; in accordance with the provisions of paragraphs B, in full, of the payment of mortgagelife insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 accounts under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise provided below. To the extent that the RESPA does not apply, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenses of future Escrow items or otherwise in accordance with applicable law.

“Pay when due or principal of and interest, Prepayment and Late Charges. Borrower shall promptly pay when due or principal of and interest, Prepayment and Late Charges. Borrower shall pay charges due under the Note.”

UNIFORM GOVERNANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

BORROWER COVENANTS that Borrower is lawfully seized 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 convenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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 referred to in this Security instrument as

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender 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 rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owing 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 receipts 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 the 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 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.

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8. Inspection. Lenders 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 specifically causing for the inspection.

Any amount due under this Note shall bear interest at the rate of twelve percent (12%) per annum, from the date of the Note until paid in full, plus attorney's fees and costs of collection, if any. The Note is payable in full on demand by the Lender or on the tenth day of January, April, July, and October of each year, commencing January 10, 1998, and ending October 10, 2001, unless otherwise provided in writing by the Lender.

9. Deedpolling, Preservallion, Malintenee and Protaction of the Property; Borrower's Loan Application; Lassaholdas. Borrower shall provide for at least one year after the date of occupancy the property as Borrower's principal residence for within sixty days after the execution of this Security Interest until completion of the property as Borrower's principal residence. Borrower shall not be liable under circumstances except 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 other feature of the property or otherwise material impairment could result in forfeiture of the property or otherwise materially impair the lender in lender's good faith judgment provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that security interest of lender's security interest. Borrower may cure such a default and relate it as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that lender's good faith determination, provided that the lender is satisfied by the lender's structure or the lender's security interest. Borrower shall be liable for damages resulting from any other breach of this agreement.

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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 Lender.

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 the 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 abandoned 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 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 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 this 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 any 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 Liability, 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 consent.

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 amount 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 prepayment without any prepayment charge under the Note.

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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 that is in violation of any Environmental Law, nor allow anyone else to do so, anything affecting the Property that is in violation of any Environmental Law, The Proceeding Two Sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous

19. **Safe of Notes; Change of Loan Servicer.** The Notes or a partial interest in the Notes (logarithmic with this Security instrument) may be sold one or more times without prior notice to Borrower. A sale may result in the change (know as the "Loan Servicar") that collects monthly payments due under the Note and title Security instrument. There also may be one or more changes of the Loan Servicer and address of the Note. If there is a change of the Loan Servicer and the address to which payments should be made. The notice of change in accordance with paragraph 14 above and applicable law will state the name and address of the new loan servicer and the address to which payments should be made. The notice of change in accordance with paragraph 14 above and applicable law will state the name and address of the new loan servicer and the address to which payments should be made. The

16. Borrower's Right to Remodel. If Borrower meets certain conditions, Borrower shall have the right to have remodels of this Security instrument disallowed at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may, actually for reinstatement) before sale of the property or such other period as applicable law may, actually for reinstatement); or (b) 60 days from the date of sale contained in this Security instrument, or (c) 60 days from the date of a judgment entered under this Security instrument and the Note as if no acceleration had occurred; (d) unless any detail of any other contours or agreements (e) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorney fees; (f) takes such action as Lender may reasonably require to assure that the lien of this Security instrument remains unchallenged.

17. Acceleration as if no acceleration had occurred. However, this right to accelerate shall not apply in the case of nonpayment of principal by Borrower, this Security instrument and the obligation secured hereby shall remain fully transferable to pay the same secured by this Security instrument until consummated, provided, upon payment in full of the debt, the right to accelerate shall be restored.

18. Governing Law; Sovereignty. 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 instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this instrument or the Note except to the extent necessary to conform to such law. To the extent necessary to conform to such law, the Note shall be given one copy of the Note and of this Security Instrument and the Note are declared to be severable.

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LN# 4588771

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 its 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.

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

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (specify) | <input type="checkbox"/> IHDA Rider | |

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FORM 3014 8/90
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
(SC/CMDL//0894/3014(0990)-L PAGE 8 OF 8

REVERILY E. BIRSKY
"OFFICIAL SEAL"
NOTARY PUBLIC, STATE OF ILLINOIS
Commission Expires 8/10/98

Address: 12 Salt Creek Lane, Suite 110
Itasca, IL 60521

This instrument was prepared by: LILLY BYLEN

My commission expires:

Given under my hand and official seal, the 25th day of June, 1996.

Instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.
Personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument, a Notary Public in and for said County and State do hereby certify that

Sharon D. Dominguze and Devin Dominguez MARRIED TO DEVIN DOMINGUEZ

County of Cook, State of Illinois, a Notary Public in and for said County and State do hereby certify that

(Space Below This Line For Acknowledgment)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

BORROWER
(SEAL)

Sharon D. Dominguze
(SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in page 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

LNU# 458871

AP# DOMINI, 5458871

WITNESSES

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AP# DOMINI, S4588771

LN# 4588771

ADJUSTABLE RATE RIDER

(1 Year Treasury Index--Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 25th 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 LaSalle Bank, F.S.B. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3709 Streamwood Drive, Hazel Crest, IL 60429
(PROPERTY ADDRESS)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.8750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of February XX, 2000, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my 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 which 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 Three / Quarters percentage points (2.7500 %) 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 9.8750 % or less than 5.8750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.8750 %.

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MULTIBRACE ADJUSTABLE RATE RIDER-ARM 6-2-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISG/CRID//0494/3111(0386)-L PAGE 2 OF 2 FORM 3111 3/66

(Sign Original Only)

BORROWER
(Seller)

BORROWER
(Seller)

BORROWER
(Seller)

Sharon D. Dommingue
Sharon D. Dommingue
Seller

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in Pages 1
and 2 of this Adjustable Rate Rider.

If Lender exercises the option to require immediate payment in full, 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.

Borrower will continue to be obligated under the Note and this Security instrument unless Lender
keeps all the promises and agreements made in the Note and in this Security instrument.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a
condition to Lender's consent to the loan assumption. Lender may also require the transferee to
sign an assumption agreement that is acceptable to Lender and that obligates the transferee to
keep all the promises and agreements made in the Note and in this Security instrument.

Federal law as of the date of this Security instrument, Lender shall not exercise this option if:
(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the
implied transfer; (b) a new loan were being made to the transferee; and (c) 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
Lender.

Inasmuch, however, this option shall not be exercised by Lender if exercise is prohibited by
law, or if a condition, requiring immediate payment in full of all sums secured by this Security
instrument is sold or transferred (or if a beneficial interest in Borrower is sold or
transferred) to any person who does not have the authority to bind the original parties to
this instrument. In such event, Lender shall not be liable for any amounts paid by the transferee to
anyone other than Lender.

Properly or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or
transferred) to 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. In such event, Lender shall not be liable for any amounts paid by the transferee to
anyone other than Lender.

Uniform Coverage 17 of the Security instrument is amended to read as follows:

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

The Note Holder will deliver or mail to me a notice of any changes in my 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.

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 payments again.

(E) Effective Date of Changes

LN# 4588771 AP# DOMINI, 34588771