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## **UNOFFICIAL COPY**

WHEN RECORDED MAIL TO:

NEW CENTURY MORTGAGE CORPORATION 4910 BIRCH STREET, SUITE 100 NEWPORT BEACH, CALIFORNIA 92660

96655990

Loan No. 0000002925

DEPT-01 RECORDING

\$37.00

T#0012 TRAN 1846 08/27/96 12:25:00

\$22% \$ CG \*-96-655990

COOK COUNTY RECORDER

COOK COUNTY INC

[Space Above This Line For Reconsing Dam]\_

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 2
The mongagor is PEDCO J. SANJURJO

31/1/1 , 1996

("Borrower"). This Security Instrument is given to

NEW CENTURY MORTGAGE CORPORATION, A CALIFORNIA CORPORATION

which is organized and existing under the laws of CALIFORNIA , and whose address is

4910 BIRCH STREET, SUITE 190

NEWPORT BEACH, CALIFORNIA 92660

("Lender"). Bortower owes Lender the principal sum of

FIFTY THREE THOUSAND FOUR HUNDKED AND 00/100\*\*\*\*\*\*\*\*\*

Dollars (U.S. \$ 53,400.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for motally payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 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 Recovery's covernment, and agreements, under this Security Instrument.

Security Instrument; and (c) the performance of Borrower's covering, 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 4 IN OVERFIELD'S RESURDIVISION OF LOTS 13 TO 21 INCLUSIVE IN BLOCK

10 IN BEEBE'S SUBDIVISION OF THE EAST 1/2 OF THE MORTHWEST 1/4 (EXCEPT 5 ACRES IN THE NORTHEAST CORNER THEREOF) OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

ILLINOIS.

A.P.N.: 16-02-122-014

which has the address of 1303 NORTH MONTICELLO [Street]

CHICAGO [City]

Illinois

60651

("Property Address");

[Zip Code]

ILLINOIS - Single Family - Pannie Man/Freddie Man UNIFORM INSTRUMENT

Form 3014 9/90 (page | of 7 pages)

BOX 333-CTI

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## UNOFFICIAL COPY

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 the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

- Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the
- Funds to Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall 2. pay to Lender 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 successments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold paymons or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood lastrance premiums, if any; (e) yearly mortgage 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 "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's ascrow account 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 another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Purds 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 expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

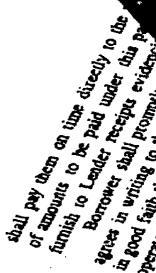
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at 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; Liena. 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

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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 premiural 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 insurance coverage is not available. Borrower shall vay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Bor over 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. Loss reserve payments may no longer be required, at the option of Lender, it mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with by written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may may reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Proveny, 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 Borrewet. In the event of a partial taking of the Property in which the fair market value of the Property immediately before one taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the aking 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 impediately 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 taying is less than the amount of the sums secured immediately before the taking, was 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. Loss Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loss 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 voter 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.
- 14. Notices. 'In' notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this pecurity 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. Horrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Increst 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 ordion 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 receieration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or maind within which Botrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sum, prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without frames 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 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' (est; and (d) takes such action as Lender may reasonably require to assure that the iten 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

Point 3014 9/90 (page 5 of 7 pages)

ILLINOIS - Single Family -- Passie Mac/Preddie Mac UMIFORM INSTRUMENT

Property of Cook County Clerk's Office

A CONTRACTOR OF THE STATE OF TH

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 posticides 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, in reclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to ministre 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 totice, 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 tollect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, remonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Scourity 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 so this Security Instrument. If one or more riders are exercised 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 at If the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

| X Adjustable Rate Rider | Condominium Rider              | Family Rider          |
|-------------------------|--------------------------------|-----------------------|
| Graduated Payment Rider | Planned Unit Development Rider | Blusskiy Payment Ride |
| Balloon Rider           | Ram Improvement Rider          | Second Home Rider     |
| Other(s) [specify]      |                                |                       |

# 96625990

## **UNOFFICIAL COPY**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

| Witnesses;   | Redro Sanjuigo (500)  |
|--|---|
|  | PEDRO J. SANJUNJO  - Borrower Social Security Number 1345-26-8613 |
|  |   |
|  | Social Security Number  |
|  |   |
| (Seal)  Bottower   | - Borrower  |
| Social Security Number   | Social Security Number  |
| (Seal)   | (Scal)  |
| Social Security Number   | Social Security Number  |
| STATE OF ILLINOIS, COOK County so  1. The Orienism  do hereby certify that Pedro 7. SAMI | <b>:</b>  |
| 1. The opposition  | , a Notary Public in and for said country and mate,               |
| do hereby certify that Ve dro 7. SANJU   | o A widower   |
|  | the rame person(s) whose name(s)                                  |
| subscribed to the foregoing instrument, appeared before me                               | this day in person, and acknowledged that he                      |
| signed and delivered the said instrument as 1765   | free and volumery act, for the uses and purposes                  |
| therein set forth.   |   |
| Given under my hand and official seal, this In A di                                      | ey of August 1996   |
| My Commission expires:   | A. h. J. Co   |
| EXPIRE 1/7/0   | Notary Public   |
| This instrument was normand by   |   |

This instrument was prepared by DEANNE CROWLEY

(Name)
4910 BIRCH STREET, SUITE 100, NEWPORT BEACH, CALIFORNIA 92660
(Address)

ILLINOIS - Single Pamily - Pennie Mae/Freddie Mae UNIFORM INSTRUMENT

Porm 3014 5/90 (page 7 of 7 pages)

## CLIFOR Mental Index Rett Cipe

day of AUGUST THIS ADJUSTABLE RATE RIDER is made this 2nd , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Dood 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 "Now") to new century mortgage corporation, a california corporation

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1303 NORTH MONTICELLO, CHICAGO, ILLINOIS 60651

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

10.200%. The Note provides for changes in the interest rate The Note provides for an initial interest rate of 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 far day of .1997 , and on that day MARCH every 6th month thereafter. Each date on which my orienest rate could change is called a "Change Date".

#### (B) The Index

Beginning with the first Change Date, my interest rate will be tyses on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market pased on quotations of major banks, as published by The Wall Street Journal. 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 today SEVEN AND 950/1000 percentage point(s) ( %) to the Current Index. 7.950

The Note Holder will then round the result of this addition to the neurest one-eighth of one percentage point (0.123%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the wit Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficien to 1 pay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Dute at my new interest rate in substantial, equal payments. The result of this calculation will be the new amount of my monthly payment.

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

11.700% or less than The interest rate I am required to pay at the first Change Date will not be greater than 10.200%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 500/1000 1.500 %) from the rate of interest I have been paying for the preceding months. My percentage point(s) ( 10.200 17,200 %, or less than

#### (E) Effective Date of Changes

interest rate will never be greater than

My new interest rate will become affective 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

MULTISTATE ADJUSTABLE RATE RIDER-LINOR & MONTH DIDEX - Single Panily - Panile Mas Uniform Instrument Page 1 of 2

Form 3136 442

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.

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

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a 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 tess 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.

BY SIGNING PLLOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Adjustable Rate Rider.

| -Borrower | DRO J. SANJURGO (Scal) -BOTTOWER   |
|-----------|--|
| -Borrower | - (Scal) - Patri war   |
| -Borrower | -Bottower  |
|           | -Bottower Olympia Control Cont |
|           |  |
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| Ö         |  |