

# UNOFFICIAL COPY

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COOK COUNTY RECORDER

Prepared by:

LAURA CLISHAM  
800 BURR RIDGE PKWY  
BURR RIDGE, IL 60521-6486

## MORTGAGE

5001049829

3500

RECEIVED  
MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 14, 1996 . The mortgagor is

TIMOTHY J CAHILL AND CATHERINE A CAHILL FORMERLY  
KNOWN AS CATHERINE A LARSON HIS WIFE

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

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632

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

NINETY FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS & NO CENTS

Dollars (U.S. \$ 95,250.00 ).

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 MARCH 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 94 IN JOHN BAINS RESUBDIVISION OF FOREST RIDGE, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 25-07-104-025-0000

[Street, City]

which has the address of 9528 S HAMILTON CHICAGO

Illinois 60643

(Zip Code) ("Property Address"):

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 5/91

2006(IL) (8502)

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Boffrower shall promptly discharge any lien which has priority over this security instrument unless Boffrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender (b) consents in good faith the lien to be subordinate to the lien of Lender 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 attach prior to this security instrument, Lender shall be entitled to require Boffrower to pay to Lender the amount of such lien.

4. **Chargess Liens.** Borrower shall pay all taxes, assessments, charges, rates and impositions attributable to the Property which may accrue after the Security instrument, and leavethold payments of ground rents, if any, Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them directly to the person owed payment, Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph to the person owed payment, Borrower shall promptly furnish to Lender receipts evidencing the payments.

1 and 2 shall be applied first to any prepayment charges due under the Note; second, to amounts payable under paragraph 7; third, to exercise fees; fourth, to principal due and last, to any late charges due under the Note.

<sup>3</sup> Application of *Padamts*, unless applicable law provides otherwise, all payments received by Lender under paragraphs

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

2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may arise prior to the Settlement Date as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly insurance premiums; (f) yearly maintenance premiums; (g) yearly property taxes; (h) yearly real estate taxes; (i) yearly insurance premiums; (j) 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 "Flood 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 account under the federal Residential Settlement Procedures Act of 1974 as amended from time to time, 12 USC Section 2001 et seq. ("RSPAs"), unless another law that applies to the Funds sets a lesser amount. It is, however, at any time, collect and hold Funds in an amount not to exceed the lesser amount.

1. **Promotion of Principal and Interest Prepayment Preparation and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

Surveys of juries indicate a strong inclination to consider both the financial and the personal aspects of a case.

THIS SECURITY INSTRUMENT combines uniform covenants for mutual use and non-uniform covenants with limited effect generally like the title to the property is unencumbered, except for encumbrances of record; however, whatever grant and convey the Property and that the Property is unencumbered, except for encumbrances of record; however,

INTERVIEWER: All of the foregoing is referred to in this Secularly maintained as the "Property."

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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

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 lawfully interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the permitted loans, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceed the permitted loans, then (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted loans, and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted loans, but under this Note, if a refund redress is provided, the reduction will be treated as a partial prepayment without any payment to Borrower, if a refund redress is provided, the reduction will be treated as a partial prepayment without any payment to Borrower.

12. **Security Instruments shall bind and benefit the successors and assigns of Landlord and Borrower,** subject to the provisions of Security Instruments shall bind and benefit the successors and assigns of Landlord and Borrower, subject to the provisions of paragraph 12, Borrower's executors and administrators shall be joint and several. Any trustee who co-signs this Security Instrument but does not execute the Note; (ii) is co-signing this Security Instrument only to negotiate, retain and convey this instrument to his Security Instruments, and (iv) agrees that Landlord and Borrower may agree to the terms of this Security Instrument or the Note without the other party's consent.

Secured by this Security Instrument, whether or not fully due.

10. **Condemnation.** The proceeds of any award of 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.

9. Inspection: Teachers or in-charge may make reasonable entries upon due inspection of the premises of the property; teacher shall give

obtain coverage substantially equivalent to the mortgagor insurance previously in effect, at a cost substantially equivalent to the monthly premium paid by the mortgagor to insure the property previously in effect, from an alternate insurance carrier approved by Lender. The cost to Borrower of the mortgagor insurance previously in effect, plus an additional monthly insurance premium paid by Lender, shall be included in the monthly insurance premium paid by Borrower within the insurance coverage period based on a twelve-month period beginning with the date of the previous annual renewal date. Premiums shall be paid by Borrower to Lender each month in amounts equal to the monthly insurance coverage premium paid by the mortgagor to the insurance company. Premiums shall be paid by Borrower to Lender within the insurance coverage period based on a twelve-month period beginning with the date of the previous annual renewal date. Premiums shall be paid by Borrower to Lender each month in amounts equal to the monthly insurance coverage premium paid by the mortgagor to the insurance company.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of 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 unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, 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

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My Commission Expires 4/20/98

NOTARY PUBLIC, STATE OF ILLINOIS

TAMMY M. ZOUBEK

"OFFICIAL SEAL"

My Commission Expires 4/20/98

Given under my hand and official seal, this 14TH day of FEBRUARY 1996.

Signed and delivered the said instrument as Notary Public, free and voluntarily, for the uses and purposes herein set forth,

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the

personally known to me to be the same (print name) whose name(s)

KNOWN AS CATHERINE A LARSON HIS WIFE  
TIMOTHY J CAHILL AND CATHERINE A CAHILL FORMERLY  
a Notary Public in and for said County and State do hereby certify  
that  
I, Tammy M. ZOUBEK, Notary Public, do solemnly swear and declare that the above instrument was executed by the persons described therein, and that the signatures thereon were affixed by them respectively, and that the instrument contains a true copy of the instrument.

STATE OF ILLINOIS,  
County of Cook  
Borrower  
(Seal)

CATHERINE A CAHILL  
Borrower  
(Seal)

TIMOTHY J CAHILL  
Borrower  
(Seal)

Witnesses:  
In my (titles) executed by Borrower and recorded with me  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument as if the rider(s) were a part of this Security Instrument.  
The coverages and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, shall be included in the date specified in the rider, unless otherwise provided in this paragraph.

Check applicable boxes:  
 Adjustable Rate Rider  
 Fixed Rate Rider  
 Biweekly Payment Rider  
 Biweekly Term Development Rider  
 Conditional Minimum Rider  
 Family Rider  
 Second Home Rider  
 Other(s) [specify]

25. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

Without charge to Borrower, Borrower shall pay any recording costs.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, but not later than the date specified in the rider, reasonable attorney fees and costs of title evidence.

27. Indemnity. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument in full at such time before the date specified in the rider. Lender, at his option, may require immediate payment in full of all sums non-accrued before the date of any other deficiency of Borrower to accelerate or foreclose. If the default is not cured on the date specified in the notice of acceleration, Borrower shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the sums secured by this Security Instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further afford to cure the default on or before the date specified in the notice may result in acceleration of the sums (d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (e) a date, not less than 30 days from the date the notice is given to Borrower to cure the default required to cure the default;

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

12/14/96

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5001049829  
ARM PLAN NO. 0033

## **ADJUSTABLE RATE RIDER**

THIS ADJUSTABLE RATE RIDER is made this 14<sup>th</sup> day of FEBRUARY,  
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

**STANDARD FEDERAL BANK FOR SAVINGS**  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at

9528 S HAMILTON CHICAGO IL 60643  
(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 6.875%. 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 MARCH 1, 2001, 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.

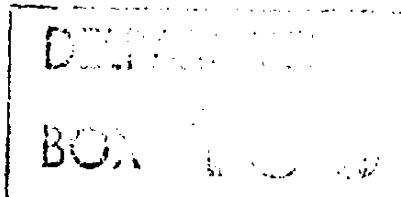
### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage point(s) (+ 2.75 %) 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.

MULTISTATE ADJUSTABLE RATE RIDER Form 3111 3/86

WML-822B (9108) 02

VMP MORTGAGE FORMS (800) 521-7291



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Digitized by srujanika@gmail.com

( १०८ )

CATHERINE A. CALLIL

LIMOTRY J CAHILL

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**BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Note.**

If I under exercise the option to require immediate payment in full, Lender shall give Borrower notice of such exercise at least ten days prior to the date of payment.

To the extent permitted by applicable law, Landlord may charge a reasonable fee in a condition to Landlord's consent to the loan assumption. Landlord may also require, at Landlord's option, the transferor to sign an assumption agreement to the leasehold interest. Borrower will continue to be obligated under the Note and this Security Instrument in this Note.

Transfer of all sums received by this Security Instrument, however, this option shall not be exercised by Lender if full of record person without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums received by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law as of the date of this Security Instrument. Lender also shall not exercise this option if it is sold or transferred to it a beneficial interest in Borrower, it shall not be exercised if a beneficial interest in Borrower is sold or any part of the Property or any part of the Proceeds or a beneficial interest in Borrower, it shall not be exercised if a beneficial interest in Borrower is sold or any part of the Property or any part of the Proceeds.

13. IRASFESTER GE 17-18 PROOFERTI OR A BENEFICIAL IN FIRST TS WORKPOWER

**TRANSFERS OF PROPERTY OR A RESESSMENT IN THE BORROWER'S NAME**

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 as set forth above and telephone number of a person who will answer any question I may have regarding

(B) Nature of Changes

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

(E) Effective Date of Changes  
any simple Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for less than 4.875 %, The greater, my interest rate will never be increased or decreased on the preceding twelve months. My interest rate will never be greater than 12.875 %.

The interest rate I am required to pay at the first Change Date will not be greater than 8.875%  
 (D) limits on interest Rate changes  
 In substantially equal payments. The result of this calculation will be the new amount of my monthly payment.  
 unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate