

96244453

Prepared by

NORWEST MORTGAGE, INC. 1901 NORTH HALSTED STREET 0246 04/01/96 101011190

CHICAGO, IL 60/145008

[Space Above This Line Se. Recording Data] --

96000390 ATI THE Company

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 23, 1996 IMELDA A. SIA AND JOHN M. SIA, PUSPAND AND HIPE

. The mortgagor is

('Borrower') This Security Instrument is given to NOFWEST MORTGAGE, INC.

96244453

which is organized and existing under the laws of THE STATE OF CALIFORNIA address is NORWEST MORTGAGE INC.,, P.O. BOX 5137, DIS MOINES, IA 503065137

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

, and whose

County, Illinois:

[Street, City].

FOUR HUNDRED SIXTY FOUR THOUSAND AND 00/100

Dellars (U.S. \$ ***464,000.00

This debt is evidenced by Borrower's note dated the same date as this Secure Instrument ('Note'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 01, 2026 This Scorily Instrument secures to Lender: (a) the repayment of the debt evidenced by in 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 morigage, grant and corver to Lender the following

described property located in COOK LOT 12 IN BLOCK 7 IN GUBBINS AND MCDONNELL'S EDGEBROOK GOLF ADDITION, BEING A SUBDIVISION OF LOT 29 AND PARTS OF LOTS 22,30, 37 AND 38, IN SPONSON'S PART OF CALDWELL RESERVE. IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THERD PRINCIPAL MERIDIAN,

IN COOK COUNTY, ILLINOIS

2.I.N. 10-33-307-015.

*SEE ADJUSTABLE RATE RIDER

TAX STATEMENTS SHOULD BE SENT TO: NURWEST MORTGAGE INC., P.O.

BOX 5137, DES MOINES, IA 50306513?

which has the address of 6641 N. DOWAGIAC, LINCOLNWOOD Illinois 60646

(Zip Code) ("Property Address"):

ILLINOIS-Single Family-FNMAPHLMC UNIFORM INSTRUMENT Form 3014 9:90

-6R(ILI 9408)

Amended 5/91

VMP MORTGAGE FORMS (IKONS71-7791



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 36 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Bor wer 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 incorred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fets 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.

Security Instrument, the coverants and agreements of each such the coverants and agreements of this Security Instrument as if t [Check applicable box(es)]	err. 9
Balloon Rider V A. Rider Otheris) [sp	t Development Rider Hiweekly Payment Rider Second Home Rider Second Home Rider Hiweekly Payment Rider Hiweekly
BY SIGNING BELLOW Horrower accepts and agrees to	he terms and covenants contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it. Winnesses:	MELDA 2. STA BOHOWER
	JOHN M. SIA (Seal) -Bostower
(Seal)	(Seal)
-Вогожет	Borrower
STATE OF ILLINOIS, COOK	County .s: a Notary Public in and for said county and state do hereby certify
A Notary Points 1.1 and for said county and state do noterly setting	
subscribed to the foregoing instrument, appeared before me this signed and delivered the said instrument as Given under my hand and official seal, this 23RD	, personally known to me to be the same person(s) whose name(s)
Cived differ my hand and without work and	
My Commission Expires:	Notice Public
"OFFICIAL SEAL"	

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, apportenances, and fixtures now or hereafter a part of the property. Ait replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security fustrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to moregage, grant and convey the Property and that the Property is unconsumbered, except for encumbrances of record. Borrower warrents 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 coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- 1. 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 Note.
- 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any, (e) yearly mortgage instruction and the provisions of paragraph 3, and of the payment of mortgage insurance premiums. These tiems are called "Escrow Items." Lender may, at any time, collect ad hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may required. For Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 at seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, 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 does 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 deposits are insured by a federal agency, instrumentality, or entity concluding Leader, 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 lobbing and applying the Funds, annually 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 Borrower to pay a fine time charge for an independent real estate tax reporting service used by Leader 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 Lender may agree in writing, however, that interest source be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and orbits to the Funds and the pirpose for which each debit to the Funds was made. The Funds are pledged as additional security, or all soms secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by (ppincable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Eschow hems 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 make up the deficiency in no more than twelve monthly payments, of Lender's sole discretion.

Upon payment in full of all soms secured by this Security Instrument, Lender shall promote refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or self the Property, Lender, unice 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 inder 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 energes due under the Note.
- 4. Charges; Liens. Borrower shall pay ail 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 owed 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 Institution 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

Page 2 of 6 Indices

this Security Instrument. Lender may give Borro ver 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 fleods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance partier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheid. If Borrower tails 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 ctandard 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 netices. 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 insiver 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 Borrowe' otherwise agree in writing, any application of proceeds to principal shall not extend or posipone the due date of the montal payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired to 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 sams secured by this Security Instrument immediately prior to the acquisition.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrowee's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property of Borrower's principal residence within sixty days after the execution of this Security Instrument and that 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 externating 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 it any forfeiture schen or proceeding, whether civil or criminal, is begun that in Leguc's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security in trument or Lender's security interest. Borrower may cure such a default and reinstage, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, procludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien recated by this Security Instrument or Lender's security increst. Borrower shall also be in default if Berrower during the lean application process, gave materially false or inadvirate information or statements to Lender (or failed to provide Lender with any material information) in connection with the four, evidenced by the Note, including, but not limited so, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold. Porrower shall comply with all the provisions of the lease. If Borrower acquires for title to the Property, the leasehold and the fee title shall not merge unless Londer agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and ignorments 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 tuckede 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. It 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 1 ortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by I ender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender, if substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender, if substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelrth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage inscrance 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 secondance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or as 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 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 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 are, with any excess paid to Borrower. In the event or 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 shall be reduced by the amount of the proceeds multiplied by the following fraction. (a) the total smount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured 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 only is applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then fue.

If the Property is abandoned by Borrower, is it, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fars to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, a as 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 mortily payments referred to in parcer iplis 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Naiver. Excession 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 make by the original Borrower or Borrower's successors in interest. Any forbustance by Lender in exercising any right or remain, 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 Borrover 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 collegated 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 lean 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 lowed under the Note or by making a direct payment to Borrower. If a tofund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provides for in this Security Instrument shall be given by delivering it or by mailing it by first class razii 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

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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 Horrower 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 diclared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Fransfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is said or registered for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Londer's prior written consent. Londer may, as its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender it exercise is prohibited by federal low as of the date of the Security Instrument.

If Lorder exercises this option. Londer shall give Borrower notice of acceleration. The notice shall provide a period of notices than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. Aborrower fails to pay these sums prior to the expiration of this period, Londer may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrover's Eight to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security horrower 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 sains which then would be did under this Security Instrument and the Note as if no acceleration had occurred; (b) cares any detailst of any other constants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, uncluding but not brutted to, reasonable alto meyal fees; and (d) takes such action as Lender may reasonably require to assure that the firm 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 obtogations 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.
- Instrument) may be sold one or more times without prior notice of Porrower. A sale may result in a change in the entity (known as the "Loan Services") that collects monthly payments due under the Mote 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 trade. The notice will also contain any other information required by applicable law.
- 26. Hz rardous 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 save access 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 promptiv give Lender written notice of any investigation, claim, demand, rawsor or other action by any governmental or regulatory agency or private party involving the Property and any Hazardons Substance or Environmental Law of which Borrower has actual knowledge. It Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardons 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 tederal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental projection.

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

21. Acceleration; Remedies. Londer shall give netice 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





UNOFFICIAL COPY ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 22RD day of MARCH 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 NORWEST MORTGAGE, INC.

the "Lender") of the same date and covering the property described in

6641 M. DOWAGIAC, LINCOLNWOOD, ID 50646

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.

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

A. INTEREST RAVE AND MOSTHLY PAYMENT CHANGES

The Note provides for an initial officest rate of 5.875 %. 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 APRIL . 1997 , and on that day every 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 no based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant datrifty of 1 year(s), 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 Wirrent Index.

If the ledex is no tonger 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 stading TWO AND SEVEN-EXCHTHS percentage points (2.875 %) to the Current Index of a Note Holder will then round the result of this administ to the peacest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below this founded amount will be my new interest rate urtil the next Change Date.

The Note Helder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to ow, at the Change Date in suff on the mutually 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 7.875 % or less than 3.875 % Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.000 %) from my initial note rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 11.875 %

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mad to me a notice of any changes in any interest care and the amount of my mouthly pay menu before the effective date of any change. The notice will include information required by law to be given me and also the tele and telephone member of a person who will answer any question I may have regarding the notice.

8 TRANSVER 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 to Borrower. If all or part of the Property or any interest in it is sold or transferred to: if a buneficial interest in Borrower is sold or transferred and floorower is not a materal person. without I roder'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

funder the carso not exercise this option if; (a) corrower causes to be submitted to Lender information required by Lender to eszmate the intended transferce as if a new loan were being made to the transferce; an (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any coveraget or agreement in this Security Instrument is acceptable to Lender

To the extent permitted by applicable law, Lender may charge a reasonable tee as a condition of Lender's consent to the Lizan assumption. Lender may also require the transfered 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 it strument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing

If Lender exercises the option to require included payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period or not less than 30 days from the date the notice is delivered or moiled 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 reach experimental by this Security Instrument without further applied or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terrar and covenants contained in this Adjustable Rate Rider

(Seat) Horrewer

(Seal) Borrower

(Seab) -Borrewer

(Scal) Burlower