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RECORD AND RETURN TO:
PREFERRED MORTGAGE
ASSOCIATES, LTD.
3030 FINLEY ROAD-SUITE 104
DOWNERS GROVE, ILLINOIS 60515

96263391

Prepared by:
HOWARD A. DAVIS
DOWNERS GROVE, IL 60515

DEPT-01 RECORDING \$35.50
T40014 TRAN 3822 04/09/96 09:21:00
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COOK COUNTY RECORDER

055017525

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 28, 1996
COURTNEY M. ANDERSON
AND ANNE M. ANDERSON, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
PREFERRED MORTGAGE ASSOCIATES, LTD.,

96263391

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 3030 FINLEY ROAD-SUITE 104
DOWNERS GROVE, ILLINOIS 60515
ONE HUNDRED NINETY THOUSAND AND 00/100

, and whose

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

Dollars (U.S. \$ 190,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 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 114 IN WEST END ADDITION TO LAGRANGE, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE CENTER LINE OF OGDEN AVENUE AND THE NORtherly LINE OF RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, IN COOK COUNTY, ILLINOIS.

18-05-212-014

S/14/96 SC

which has the address of 94 DOVER AVENUE , LA GRANGE Street, City .
Illinois 60525 Zip Code ("Property Address");

ILLINOIS-Single Family FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90

VMP -6R(IL) (3408)

Amended 5/91

Page 1 of 6

VMP MORTGAGE FORMS - 1800162-7281

Initials: *Howard Davis*

DPS 1089

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender (b) consents to a good faith lien enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender substantiating the lien to this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attach over

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. **Chargess; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

this Security Instrument.

Funds held by Lender 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 Lender.

should pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after payment of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower any

If the Funds held by Lender exceed the amounts permitted to be held by applicable 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 Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower

Summarized and excerpted may appear in this report, but the full text of the Fund's financial statements and notes thereto shall be submitted to Boardroom.

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 Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, at the latest shall be paid on the Funds.

Escrow Items, Lender may not charge Borrower for holding and applying such items, unless Lender may require Borrower to pay a one-time charge for an impenetrable seal estate tax reporting service a charge. However, Lender may require Borrower to pay a one-time charge for an impenetrable seal estate tax reporting service a charge. Unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such verification the Escrow Items, Lender may require Borrower to pay a one-time charge for an impenetrable seal estate tax reporting service a charge.

The Funds shall be held in an individual account whose deposits are insured by a federal agency, insurmountability, or entity (including Lender, if Lender is such an institution) as in any Federal Home Loan Bank. Lender shall apply the Funds to pay the expenses of the same, and may not charge Brokerage fees for holding and applying the Funds, annually, unless the broker's account, or

sets a lesser amount. It is so, Leander may, at any time, collect and hold funds in an account not to exceed the lesser amounts Leander may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future services or otherwise in accordance with applicable law.

Each day, in many ways, we may encounter the world around us in a different light. This is true for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to date, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless other law that applies to the Funds

If any (e) years' 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".

Under one of the day monthly payments are due under the note, until the note is paid in full, a sum of £1000; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

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

Variations by jurisdiction to constitute a uniform security instrument covering real property.
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform convenants for rational use and non-usurpation with limited
and defend generally the title to the Property against all claims and demands, subject to any encumbrances or record,

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures now or hereafter a part of the property. All repagreements and additioas shall also be covered by this Security.

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

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection 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 due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any 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

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b. **Automobile insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. Borrower shall pay the premium required to

Any amounts disputed 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 demanding

7. Protection of Leader'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 Leader's rights in the Property, it Borrower shall pay all reasonable attorney fees and expenses incurred by Leader in connection with such proceedings.

6. Occupancy, Reservation, Maintenance and Protection of the Property, Borrower's Loan Application, Leasedholds, this Security instrument and shall continue to exist until 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 the continuance circumstances exist which are beyond Borrower's control. Borrower shall be in default if any forfeiture property, allow the Property to deteriorate, or commit waste to the Property. Borrower shall be in default if any forfeiture of otherwise material, whether civil or criminal, is begun that is likely to 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 curing the section of proceeding to be reinstated within a reasonable time.

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 security is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the security of this security to the extent of the sums secured by this security instrument 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 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 date of the modification referred to in paragraphs 1 and 2 of change the amount of the payments. 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 of change the amount of the payments. 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 of change the amount of the payments.

All insurance policies and renewals shall be acceptable to Leader and shall include a standard mortgage clause. Leader shall have the right to hold the policies and renewals. If Leader requires, Borrower shall promptly give to Leader all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Leader.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against losses 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 accordance with paragraph 7.

This Deed of Security instrument, Lender may give Borrower a notice identifying the item. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the delivery of notice.

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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, 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 Substances 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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Official Seal
NOTARY PUBLIC, STATE OF Illinois
Commission Expires 10/28/96

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My Commission Express

Given under my hand and affixed seal, this 25 day of July 1946.

COURTNEY M. ANDERSON AND ANNE M. ANDERSON, HUSBAND AND WIFE

Northern Province in said for said country (and state do hereby certify

1. The Old Testament

-Borrower
- (Scal)

(PAS) -

ANNE M. ANDERSON
-Dowager
(Seal)

COURTNEY M. ANDERSON
-BARTOWER
(Seal)

3. SIGNING PRACTICE: Borrower receives and agrees to the terms and covenants contained in this Security Instrument and in any ride(s) executed by Borrower and recorded with it.

22. Riders in this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this covenant and agreement, of this Security Instrument as if the rider(s) were a part of this Security Instrument.

²³ Wavewave or Homeostatic, Rotorwave waves are right of homesteaded exemption in the property.

22. **Release:** Upon payment in full of all sums secured by this security instrument, Lender shall release this security instrument without charge to Borrower. Borrower shall pay any recordation costs.

21, including, but not limited to, reasonable attorney's fees and costs of title defense.

Secured by this Security Instrument without further demand and may foreclose this Security Instrument by judgment

non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on

seured by this Security Instrument, foreclosed by judgment proceeding and sale at the Property. The notice shall further inform Borrower of the right to remit after acceleration and the trial to assert in the foreclosure proceeding the

(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

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index--Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 28TH 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 PREFERRED MORTGAGE ASSOCIATES, LTD.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
94 DOVER AVENUE, LA GRANGE, ILLINOIS 60525

[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.0000 %. 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, 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 one 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 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 adding TWO AND THREE FOURTHS percentage point(s) (2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.0000 % or less than 5.0000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.000%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.6250 %.

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- Borrower
- (Seal) _____ - (Seal) _____ - (Seal) _____

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 2 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.

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, 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information, required by Lender to evaluate the intended transfer as if a new loan were being made to Lender; and (b) Lender determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may require the transfer to sign an assumption agreement to Lender's consent to the loan assumption. Lender also may require the transfer to sign an assumption agreement that is acceptable to Lender and that obligates the transfer to keep all the promises and agreements made in this Note and in this Security Instrument, and that transfers the instruments and equipment agreed to in this Note and in this Security Instrument to Lender. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in accordance with the terms of this Note.

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

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

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 questions I may have regarding the notice.

(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 payments again.