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97500115

RECORD AND RETURN TO:
AMERICAN SECURITY MORTGAGE

261 EAST LAKE STREET
BLOOMINGDALE, ILLINOIS 60108-1163

DEPT-01 RECORDING \$35.50
T#0001 TRAN 9861 07/11/97 09:10:01
\$7635 + RH *-97-500115
COOK COUNTY RECORDER

Prepared by:
PEGGY KOTNOUR
BLOOMINGDALE, IL 60108

W1151-97

MORTGAGE

35 50
97500115

THIS MORTGAGE ("Security Instrument") is given on JULY 8, 1997

The mortgagor is

("Borrower"). This Security Instrument is given to
AMERICAN SECURITY MORTGAGE

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 261 EAST LAKE STREET BLOOMINGDALE, ILLINOIS 60108-1163 ("Lender"). Borrower owes Lender the principal sum of EIGHTY SEVEN THOUSAND TWO HUNDRED AND 00/100

Dollars (U.S. \$ 87,200.00).

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 AUGUST 1, 2027 . 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 TWENTY-FIVE (25) IN BLOCK FOUR (4) IN HAMBURG, BEING SAMUEL GEHR'S SUBDIVISION OF BLOCKS TWENTY-THREE (23) AND TWENTY-FOUR (24) OF THE CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

INTEGRITY TITLE

2510 E. DEMPSTER STREET
SUITE 110
DES PLAINES, IL 60016

Parcel ID #:

which has the address of 3530 SOUTH EMERALD , CHICAGO

Street, City ,

Illinois 60609

Zip Code ("Property Address"):

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Initials: _____

Amended 8/98

VMF-6R(IL) (9808)

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Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower agrees to the payment of the principal amount due under the Note.

This Security instrument, if Lender determines that any part of the Property is subject to a lien which may attach prior to or contemporaneous with the holder of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender authorizing the lien to be paid in full prior to prevention of the payment of the Property by the holder of the lien, legal proceedings which in the Lender's opinion operate to prevent the payment to the party in interest of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the warning to the party in interest of the payment of the principal amount due under the Note.

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

In the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the person named provided in paragraph 2, or if not paid in full under this paragraph, these obligations in this Security instrument, and leasehold payments of ground rents, if any, Borrower shall pay which may attach priority over this Security instrument, and assessments, charges, fines and impositions attachable to the Property which may attach to the taxes, assessments, charges, fines and impositions attachable to the Property.

4. Changes: Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attachable to the Property which may attach to the taxes, assessments, charges, fines and impositions attachable to the Property.

5. Interest due: Fourth, to principal due; and last, to any late charges due under the Note.

6. Application of Payments: Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

this Security instrument.

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 Funds held by Lender. If, under paragraph 2, Lender shall require or sell the Property, Lender prior to the acquisition or sale shall pay to Lender the amount necessary to pay the Escrow funds 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 in no more than one month.

If 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 funds 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 in no more than one month.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the amounts paid to Lender's sole discretion.

The funds are pledged as additional security for all sums secured by this Security instrument.

depth to the funds was made. The funds are pledged as additional security for all sums secured by this Security instrument.

without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, however, that in event shall be paid on the funds, Lender shall give to Borrower, unless Lender pays his loan, unless applicable law provides otherwise, unless an agreement is made or used by Lender in connection with this loan, unless applicable law permits Lender to make such application. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service a charge. However, Lender may not charge Borrower for any interest on the funds and applicable law permits Lender to make such application. The Escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to pay the Escrow items, Lender may not charge Borrower for holding and applying the funds, annually analyzing the escrow account, or including Lender is such an institution (or in any federal home loan bank), Lender shall apply the funds to pay the funds or otherwise in accordance with applicable law.

The funds shall be held in an insurance whose deposits are insured by a federal agency, instrumentality, or entity.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount.

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the funds related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally funded program of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

the provisions of paragraph 8, if any, and any sums payable by Borrower to Lender, in accordance with (d) yearly flood insurance premiums, (e) yearly hazard insurance premiums, (f) any sums payable by Borrower to Lender, until the Note is paid in full, a sum ("funds") for (a) yearly taxes and assessments which may attach priority over this Security instrument 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, or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with

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 and any prepayment and late charges due under the Note.

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

1. Payment of Principal and Interest: Prepayment and Late Charges: Borrower shall promptly pay when due the principal of this Security instrument and interest and agree as follows:

1. FORM COVENANTS: Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property.

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

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, all replacements and additions shall also be covered by this Security

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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.

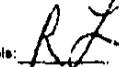
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's 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

Initials: 

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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 otherwise specified below in this section.

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 loan to the permitted limits; then: (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to the permitted limits; and (c) any sums already collected from Borrower which exceed the Note or by making a direct payment to Borrower. In either case, if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment under the Note.

make any accommodations which regard to the terms of this Security Instrument or the Note without due process of law.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 11. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable to Lender and Borrower for all sums due under and any other Borrower may agree to pay the sums due under this Security instrument; and (c) agrees that Lender and any other Lender may agree to extend, modify, forfeite or otherwise interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sums due under this Security instrument; and (d) is not personally liable to Lender and Borrower for any amounts due under this Security instrument.

successors in interest. Any lessee or licensee by Lender in exercising any right or remedy shall not be a waiver of or preclude the

11. Borrower Not Kept Held by Lender for Longer than 90 Days: Extension of the time for payment of nonaccrued principal, interest or fees.

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.

If the Property is abandoned as of the notice, or if, after notice by Lender to Borrower that the condominium offers to make award of 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 needed by this Security Instrument, whether or not due.

this Security Interest shall be reduced by the amount of the proceeds multipled 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 sum shall be paid to Borrower, in the event of a partial taking of the Property in which the Borrower and Lender shall be entitled to an adjustment of the amounts secured by the Security Interest.

(in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument shall be paid to Lender.)

10. Cancellation. 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 convenience in lieu of condemnation, are hereby assigned and

9. Inspector, Lennder or his agent may make reasonable entries upon and inspectors of the Property. Lennder shall give Borrows notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the reinsurance for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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.

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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 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.

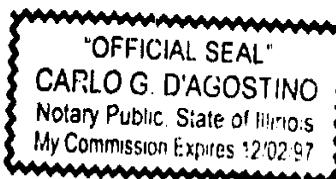
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing 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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DPS 1094

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N.W. - BRILL 19608

My Commission Expires:

Given under my hand and official seal, this
day of July, 1997
Signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the same
HE/SHE, personally known to me to be the same person(s) whose name(s)

ROSEANN LOONS, UNMARRIED PERSON

that

a Notary Public in and for said County and state do hereby certify:
(County and State)

STATE OF ILLINOIS, COOK

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

ROSEANN LOONS

Witnesses:

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

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

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 recondition costs.

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

24. Indemnity. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
proceeding, Lender shall be entitled to collect all expenses incurred without further demand and may foreclose this Security Interest
secured by this Security Instrument without notice, demand and may require immediate payment in full of all sums
or before the date specified in the notice. Lender, at its option, may foreclose this Security Interest in full if the default is not cured on
or before the date specified in the notice to reinstate acceleration and sale of the Property. If the notice shall further
inform Borrower of the right to reinstate after acceleration and sale of the Property. The notice shall further
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
(e) a duty, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **8TH** day of **JULY**, 1997, 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 **AMERICAN SECURITY MORTGAGE**

(the "Lender"), of the same date and covering the property described in the Security Instrument and located at:
3530 SOUTH EMERALD, CHICAGO, ILLINOIS 60609

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 **10.500 %**. 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 **1ST** day of **FEBRUARY 1, 1998**, and on that day every sixth 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 average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs 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 **FIVE AND THREE FOURTHS** percentage point(s) (**5.750 %**) 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 - LIBOR INDEX - Single Family - Freddie Mac Uniform Instrument

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Rev. 12/13/96

DPY 2700

VMP-815B (9304)

VMP MORTGAGE FORMS • 18001621-7291

Form 3192 7/92

Initials: *[Signature]*

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JOMO KENYATTA

analog-
(plas)

MMOUG-

Memorog-
(mag)

ROSEANN LYONS

BOTTOM-UP SPINNING BELOW, bottom-up spinners and agreees to the terms and conditions contained in this Addendum

If Lender exercises the option to require immediate payment of all amounts due, then the 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, 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 Lender is prohibited by 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 transaction as if it were being made to the trustee; and (b) Lender reasonably determines that Lender's security interest is irreparably damaged by the loan assumption and that the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender.

B. TRANSFER OF PROPERTY OR A BENEFICIAL INTEREST IN BORROWER regarding the notice. **C. GOVERNMENT 17** of the Securitization instrument is intended to read as follows:

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

The Noticeholder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment no later than 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 my question if may have

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

(e) Effective Date of Changes

The interest rate I am required to pay at the first change date will not be greater than 12.0000 %
The interest rate I am required to pay at the third change date will not be greater than 10.5000 %
The interest rate I am required to pay at the fifth change date will not be greater than 9.0000 %
The interest rate I am required to pay at the seventh change date will not be greater than 7.5000 %
The interest rate I am required to pay at the ninth change date will not be greater than 6.0000 %
The interest rate I am required to pay at the eleventh change date will not be greater than 4.5000 %
The interest rate I am required to pay at the thirteenth change date will not be greater than 3.0000 %
The interest rate I am required to pay at the fifteenth change date will not be greater than 1.5000 %

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 in my next monthly payment.