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COOK COUNTY **RECORDER** JESSE WHITE ROLLING MEADOWS \$7.2" 15.2" 34

MAIL Prepared by:

Crown Mortgage Company 6141 W. 95th Street Oak Lawn, IL 60453

RECEIPTED AT 13

State of Illinois

MORTGAGE

FHA Case No.

131:8732400 729

0001324300

THIS MORTGAGE ("Security Instrum. nt") is given on The Mortgagor is

CHARLES W. MERCER and JAMET L. MERCER Rusband and Wife

("Borrower"). This Security Instrument is given to CRONDS MORTGAGE COMPANY

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

H County Clark's THE STATE OF ILLINOIS

. and

6141 W. 95TH ST., OAK LAMM, IL 60453

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

OME HUNDRED FIFTY FIVE THOUSAND SEVEN HUNDRED SEVENTY SEVEN & 00/100

Dollars (U.S. \$ 155,777.00

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 July 1, 2027

. This Socurity 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

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or districtions to beside the Borrower's payments are available in the account may not be based on amount the the the from time to time ("RESA"), except that the centrion or reserve permissed by RESPA for unsatisfated disbursements of 1974, 12 U.S.C. Section 2601 a sea, and implementing regularions, 24 CFR Fast 3500, as they may be amended EA estudenced faceacities seemed for Borrower's centrow account under the Real Hatter Settlement Procedures Act

Lender may, at any time, collect and hold amounts for Escrow blens in an aggregate amount not to exceed the

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determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Excrow Items" and of a morapage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be a seem for the sermest monthly changes insurance promises to the London to the Socretary, or (ii) a monthly change insurance would have been required if Lender still held the Security Instrument, each monthly payment shall also 'schude eliber (i) penalum to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which each premium potentians () is insurance required under paragraph 4. In any year in which the Lender must prince to a large insurance (c) bas (granted or to be levied against the Property, (b) lessethold payments or ground refer to the Property, and (c) together with the principal and insecest as set forth in the Note and any late charges, 2 (26) for (a) traces and special

& Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, on, the debt ovidenced by the Note and late charges due under the Note.

L Payment of Principal, Interest and Late Charge. Borrown stall 🚧 🔊 has the principal of, and interest

CIMILORING CONFINVALS:

Berrower and Lender covenus and agree as follows:

limited variations by jurisdiction to constitute a uniform security the gramment covering real property.

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Borrower warmers and will defend generally the day to property against all claims and denambs, subject to say montenge, grant and convey the Property and itselfs Property is uncacumbered, except for encumbrances of record. BORKOWER COVENANTS that Borrows is lawfally seized of the eater bareby conveyed and has the right to

": Tropport" arb as ansumently increase is to the fore-foreign is restored to in this Security Increases as the Foreign of

apparaments and flatmes now or bracky a part of the property. All replacements and additions shall also be covered TOGETHER WITH all to japrovements now or berealer orested on the property, and all encenters,

STOOM

which has the address of 653 ST. MARY'S PRINT, BUNYALO GROUN Historis 60089 (Troperty Address');

(AD), market

Percel Ibb:

Pacel ID #: 03-65-211-006

COMMITT 'ALEMONS'

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COOK

hereby montpage, grant and convey to the Lender the following described property located in of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the monthly charge insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any trace, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as iterated;

Third, to interest due was the Note:

Fourth, to amortization of or principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Han and Resonance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, a paint any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against less by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jumily. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the judebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 2, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the noveeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outsite air indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Froperty that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall p as a) the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrowch's Loren 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 (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property.

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Page 3 of 6



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this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Gam-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all same secured by this Security Instrument if:

prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in

defaults, require immediate payment in full of all sums secured by this Security Instrumes. (f. Bossower defaults by failing to pay in full any monthly payment required by this. S. curity Instrument

A Grounds for Acceleration of Debt.

(2) Definite Londer may, except as limited by regulations issued by the Secretary, is the case of payment

& Form. Lender may collect fees and charges sufrorized by the Secretary.

squess in writing to the payment of the obligation secured by the life is a meaner acceptable to Lender; (b) constant in writing to the payment of the obligation secured by the life is a meaner acceptable to Lender; (b) constant in the Lender's opinion operate in provent the colorentest of the lien in, legs) proceedings which in the Lender's opinion operate in provent the colorentest of the holder of the lien an agreement satisfactory to Lender according the lien to this Security instrument. If Lender determines the may part of the Property is subject to a fact may give Personer a notice identifying the lien. I have which may give Personer a notice identifying the lien. I have which may attain priority over this Security instrument, Lender may give Personer a notice identifying the lien. Bennower shall satisfy the lies or take one or more of the actions are found above with: If days of the giving of notice.

and as the option of Londer, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priving over this Security instrument unless Borrower: (a)

secured by this Security Instrument. These amounts the U.S. instrum the date of disbursement, at the Note case,

affect Leader's rights in the Property (such as a proceeding in bankrupery, for condemnation or to enforce laws or regulations), then Leader may do and pay whater of necessary to protect the value of the Property and Leader's rights including payment of taxes, haven in an other isoms mentioned in paragraph 2.

Any account disbursed by Leader under this page, put stall become an additional debt of Borrower and be

If Borrower fails to make thest per ments or the payments required by passgraph 2, or fails to perform any other coverants and agreements contained in this security instrument, or there is a legal proceeding that may algorificantly affect Lender's rights in the Property (such a proceeding in bankrapacy, for condemnation or to enforce have or

governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly is the emity which is owed the payment. If failure to pay would adversaly affect Lender's instead is the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these insteads.

the emity legally white I thereto.

7. Charges to Serrower and Protection of Lendon's Rights in the Property. Borrower shall pay all

6. 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 place of condemnation, are hereby assigned and shall be paid to Leader to the extent of the independent that the Note and this Security Instrument. Leader shall apply such proceeds to the reduction of the independent under the too this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepare the six Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepare the contract of the proceeds and the security instrument that the contract of the process of the contract of the process of the contract of the process of th

provisions of the lease. If Bornower acquires fee title to the Property, the leasthold and fee title shall not be merger in writing.

anders Lender agrees to the merger in writing.

Borrower shall also be in default if Borrower, during the loss application process, gave materially false or insecurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loss evidenced by the Note, including, but not fimited to, representations concerning Borrower shall comply with the Property as a principal residence. If this Security Instrument is on a lessabold, Borrower shall comply with the provisions of the lesse. If Borrower acquires fee title to the Property, the lessabold and fee title shall not be merged

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Socretzy;
- (e) Morage Not Ensured. Burrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any cultorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Socray Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the following, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Socretary.
- 10. Reinstatement. Borrower has pright to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount doe under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account correct including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and resonable and customery attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstrument by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Londer had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately proceding the commencement of a current foreclosure proceeding, (a) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Waiya. Extension of the time of 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 Borrow or in Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in reservet or refuse to extend time for payment or otherwise modify amortization of the sume secured by this Security Institute 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 coverage and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrowic subject to the privisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Burrower who cu-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.

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find in bieg at measured when the bounds and the debt secured by the Security Instrument is paid in full. application of rents shall not cure or weive any default or invalidate any other right or remody of Lender. This breach to Borrower. Honever, Leader or a judicially appointed receiver may do so at any time there is a breach. Any Lender abell not be required to enter upon, take control of or maintain the Property before or after giving notice of

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blace and the year discharg and line has not has not and bee the remaining any act that would and unjusted to Lenders or Lenders's agent on Lenders's written deniment to the tensors.

catified to collect and scosive all of the sens of the Property; and (c) cath tensor of the Property shall pay all sense due consists for benefit of Lender only, to be applied to the same accused by the Security like applied to the same abuil be is Leader gives notice of breach to Borrower: (a) all rents received by Borrower as in Leader gives notice of breach by Borrower as

shootes emigrament and not so emigrament for additional security only.

and revenues of the Property as trustee for the benefit of Leader and Borrower. As analgument of rents constitutes an Bostower's breach of any covenian or agreement in the Security Instrument, Bostonian shall collect and receive all rents tenent of the Property to pay the rents to Lender or Lender's agents. He's so, prior to Lender's notice to Borrower of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each 17. Amignment of Partie. Borrower unconditionally assigns and readers to Londor all the rests and revenues of

NON-LIMITORIM COVENANTS. Borrower and Lender further (on nam and agree as follows:

aciconomy interestratives to value, offices on states and between the Properties, or convicuously protection. radioscive materials. As used in this paragraph 16, "Bavironmental Law" means federal laws and laws of the products, toxic pesticides and harbicides, volative entering materials constituing substans or formaldehyda, and substances by Environmental Law and the follow or substances gasoline, berosene, other flammable or toxic percoleum As used in this paragraph 16, "Including Substances" are those substances defined as soxic or basardous

Secondary, Borrower shall promptly take (a) accessey remedial actions in accordance with Havingemental Law. ei proporty, that any remodission of any Herardous Substances affecting the Proporty is Revironmental Law of which Porrow x has actual knowledge. If Borrower learns, or is notified by any governmental or any governmental or regulated agency or private party involving the Property and any Hazardous Subannos or

Borrower shall proximity give Lender written notice of any investigation, claim, demand, lawrest or other action by epyroprises to comment resis waters uses and to maintenance of the Property.

ese, or storages on 42 Property of small quantities of Hazardour Substances that are generally recognised to be the Property first in violation of any Environmental Law. The proceding two sentences shall not apply to the presence, any Hazardes Schattaces on or in the Property. Borrower shall not do, nor allow anyone clee to do, anything affecting th. An ardone Subminera. Borrower shall not cause or permit the presence, use, disposal, storage, or release of

14. Durrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrumenta.

the him are declared to be severable.

which can be given effect without the conflicting provision. To this ead the provisions of this Security Instrument and Note conflicts with applicable has, such conflict shall not affect other provisions of this Security Instrument or the Note jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the M. Coverning Law; Severability. This Security Instrument shall be governed by Federal law and the law of the

Aspengement sich al babivong as anyig ander rathand to housed or anyig anno need to housed be fleat announced virtues? and is not believen first chees mail to Lender's address stated bestin or any address Lender designates by notice to Borrower. Any notice Property Address or any other address Bosrower designates by notice to Lender. Any notice to Lender shall be given by mailing is by first class snail unless applicable law requires use of another method. The notice shall be directed to the

13. Mothers. Any motice to Bostower provided for in this Security Instrument shall be given by delivering it or by

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

- 19. 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.
 - 20. Waiver of Heart 21. Borrower waives all right of homestead exemption in the Property.

with this Security Instrument, the occurred supplement the covenants and agreements	sis of each such rider shall be in	=
Instrument. [Check applicable box(es)]. Condominium Rider Planned Unit Development Rider	Conwing Equity Rider Cress and Payment Rider	Other[specify] Adjustable Rate Rider
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Denot L. Merceg	Charles W. MERGER
ary Public in and for said county and state do hereby certify	
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FHA Case No.

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 27th day of June 1997 and is incorporated Fifth and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to CROOM ASTRAGE COMPANY.

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

653 ST. MARY'S PENY BUPPALO GROWN Illinois 60089

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 TATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of October 1909, and on that day of each succooding year. "Change Date" means each date on which the interest rate could country.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made probable by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower notice of the new Index.

FHA Mutistate ARM Rider - 1095

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VMP WORTGAGE FORMS (800)521-72

Page 1 of 3







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essigned before the demand for return is made.

estweethe at each odd it cove addengians not at beamed no moneted thin knostyng assesse year creates of entiregido that any excess payment, with interest thereon at the Note rate, he applied as payment of principal. Lender's at the Note rate (a rate equal to the inscent rate which aboutd have been stated in a timely notice), or (ii) request Borrower has the option to either (i) densend the return to Borrower of any excess payment, with interest thereon monthy payment encoding the payment amount which should have been stated in a timely notice, then (ii) of this Riches decreased, but Lender failed to give timely notice of the decrease and Borrower made my Leader has given the required notice. If the mentalty payment smount calculated in accordance with paragraph calculated in accordance with paragraph (E) of this Rider for any payment date occurring less 25 days after (F) of this Bidge. Bosrower shall have no obligation to pay any increase in the monthly payment amount dates which occurs as least 25 days after Lender has given Borrower the notice of change: Register by paragraph on the Change Date. Borrower shall make a payment in the new monthly amount beginn as on the first preparent A new inserest ness calculated in accordance with paragraphs (C) and (U) but (V). Bider will become discussed were A angenatio to state orthoddis (3)

in manufaly payment amount, and (vili) any other information which havy be aquived by law from time to time. payment amount, (vi) the Cerent Index and the date it was published, ([ii]) the method of calculating the change date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly set (i) that its keen at least 25 days before the monthly (sylment amount is due, and must set forth (i) the Leader will give notice to Borrower of any change in the interest rate and monthly payment amount. The (f) Notice of Changes

amount of the now mouthly payment of principal AM interest. the Note, reduced by the amount of any party contains to principal. The neath of this calculation will be the an analysig at finalish on asset had seach 'it stad again!) on no lake to default in payment on at the new interest rate through substanting opinal psyments. In making such calculation, Lender will use the stact yearest which would be accessey to enquirely bisquo and yaqon or yaccesse to bluow chicky terrotai bas lack saing If the interest rate change, to a Change Date, Leader will calculate the amount of monthly payment of (E) Calculation of Paysons, Change

the initial interest rate, (a) streed in Paragraph 2 of the Mote. and word to taking the The interest and will never be more than five percentage points (\$0.0) higher or lower than year on (40.1) trive, agreement not each storn by exercise to exercise the east here at 3 white early

segmed) staff transfer or a bold (4)

the limits stated in paragraph (D) this Rides, this rounded amount will be the new interest rate that the next the Current Index and rounding the sum to the neurest one-eighth of one percentage point (0.125%). Subject to) (s)tailog agatasoning Before each Change Date. Lender will calculate a new interest rate by adding a margin of (C) Calculation of Interest Rate Changes

stable Rate Ruter.		to the terms and covenants of	Alr se
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	``	Jan Leimon	. 1
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