AFTER RECORDING MAIL TO: COOK COUNTY Old Kent Mortgage Company RECORDER Secondary Marketing Operations Final Documentation P. O. Box 204 Grand Rapids, MI 49501 RIDGEVIEW OFFICE LOAN NO. 0933290 97529767 Affiliate No.

0015 MCH 9:51 07/23/97 39.00 RECORDIN 4 0.50 MAIL 97529767 #

07/23/97

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("S' ou ity Instrument") is . The mortgagor is **Map**on July 10, 1997 MICHAEL W DRAFKE and KATHLEEN E DRAFKE, HUSBAND AND WIFE

("Borrower").

0015 MC#

9:51

This Security Instrument is given to CHICAGOLAND MORTGAGE CORPORATION.

which is organized and existing under the law of THE UNITED STATES OF AMERICA, and whose address is 1400 N. NORTHWEST HWY., #312 PARK RIDGE, IL 60068 ("Lender"). One Hundred Thirty Six Thousand Dollars and no/100 Borrower owes Lender the principal sum of Dollars (U.S. \$ 136.000.00). 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 pay ole 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 cors hereby mortgage, grant and convey to Clark's Office Lender the following described property located in County. Illinois:

SEE ATTACHED LEGAL DESCRIPTION

22-30-205-034

which has the address of

18 EVERGREEN PLACE

LEMONT [City]

Illinois 60439

[Zip Code]

ISC/CMDTIL//0491/3014(9-90)-L

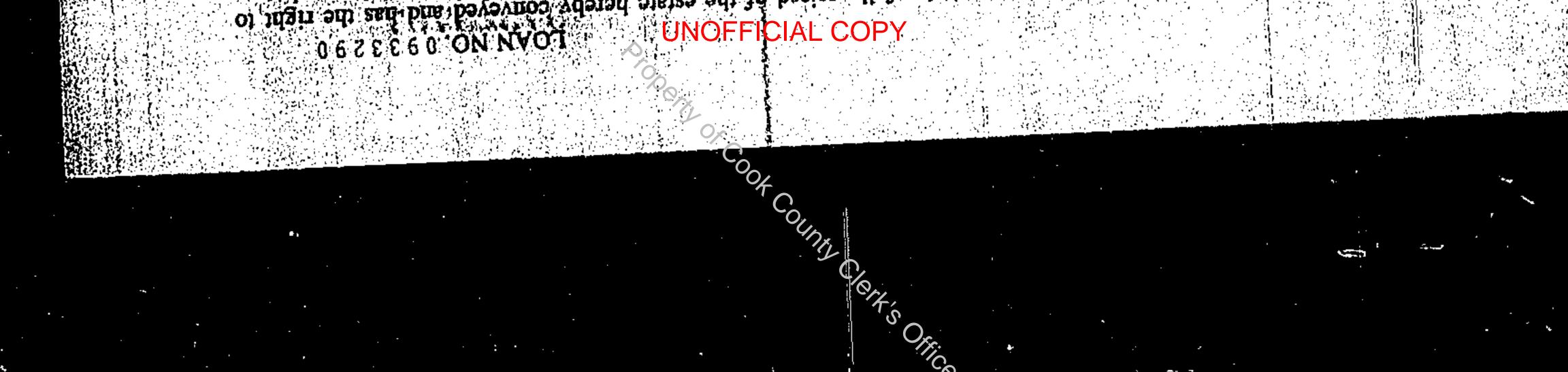
[Street] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be

covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

FORM 3014 9/90

PAGE 1 OF 6



FILE No. 937 07/21 '97 08:56 B: THEOR THIC SOHAL COP 509

TICOR TITLE INSURANCE COMPANY

Commitment No.: SC346118

* CONTRACT NOT

SCHEDULE A - CONTINUED

EXHIBIT A - LEGAL DESCRIPTION

LOT 39 IN TIMERLINE UNIT 1, BEING A SUBDIVISION OF PART OF LOTS 1, 2, 3, 27 AND 26 OF COUNTRY CLERK'S DIVISION OF SECTIONS 29 AND 30, TOWNSHIP 37 NORTH, RANGE 11 EAST OF 198 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 18 EVERGREEN PLACE, LEMONT, ILLINOIS 60439

Of Coot County Clark's Office PERMANENT INDEX NO BER: 22-30-205-034

97529767

Solo Colling Clores Office

LOAN NO. 0933290

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 run's 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 Borrow's O'herwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mornity 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 experty 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, Maintena are 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 scall 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, illow 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 cone such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a rating 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 are unes 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 covenant, 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 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,

18C/CMD11T/\0481/3014(8-80)-IT

LOKW 3014 3/30

ITCINOIS-SINCIE EVMITA-ENWAVIHI MC INIEOBW INSTRUMENT

as provided in this paragraph.

notice provided for in this Security Instrument shall be deemed to have been given to Borrower of Lender when given by first class mail to Lender's address stated herein or any other address Ledder designates by notice to Borrower. Any Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the 14 Notices. Any notice to Bottower provided for in this Security Instrument shall be given by delivering it or by

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

Distriment of the Note without that Borrower's consent. Horrower may agree to extend, modify forbear or make any accommodations with regard to the terms of the Security morpersonally obligated to pay the sums secuted by this Security Instrument; and (c) agrees that Lenger and any other mortgage; grant and convey that Borrower's inferest in the Property under the security that and convey that the property in the property independent of the security that are convey that the property in the 12. Successors and Assigns Bound; Joint and Several Liability; Co-algners. The coverants and agreements of Lender and Borrower's covenants and assigns of Lender and Borrower who provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. In Borrower who

any right of remedy shall not be a waiver of or preclude the exercise of any right of transdemand made by the original Borrower or Borrower's successors in interest. Any Johnstance by Lender in exercising time for payment of otherwise modify amortization of the sums secured by this courty instrument by reason of any interest. Lender, shall not be required to conumence proceedings against any our ressor in interest or refuse to extend interest of Borrower shall not operate to release the liability of the original ortower of Borrower's successors in modification of amortization of the sums secured by this Security hastri ment granted by Lender to any successor in

11. Horrower Not Released; Forbearance By Lender No. a Valver. Extension of the time for payment or

postpone the due date of the monthly payments referred to it peragraphs I and 2 or change the amount of such Unless Lender and Borrower otherwise agree in well of any application of proceeds to principal shall not extend or

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

instrument whether or not the sums are increduc. imises applicable law otherwise prim destine proceeds shall be applied to the sums secured by this Security amount of the sums secured inn a distely before the taking, unless Borrower and Lender otherwise agree in writing or raging of the Property in ... the fair market value of the Property immediately before the taking is less than the value of the Property in the taking is less than the value of a partial iollowing fraction: (*, 1), intel albount of the sums secured immediately before the taking; divided by (b) the fair market writing, the sums secreted by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the anus secured by the Recurity Instrument innequately detote the taking unless Borrower and Lender otherwise agree in which the fair rat 'et value of this Property immediately octore the taking is equal to or greater than the amount of the Instrument, whether or not then live, with any excess paid to Borrower, in the event of a partial taking of the Property in Wilch the lair real on value of the Property in the lair real on value of the Property in the lair real on the lair real or lair real or the lair real or the lair real or the lair real or In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security.

sasigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 9. Inspection. Lender or its agent may make reasonable entries upon and inspect one of the Property. Lender shall

in accordance with any written agreement between Borrower and Lender or applicable law. maintain mortgage insurance ut effect, or to provide a loss reserve, until the requirement for mortgage insurance ends matter approved by Lender again becomes available and is obtained. Borrower shall lay the premiums required to option of Lender, if morrgage insurance coverage (in the amount and for the period that Lender requires) provided by an payments as a loss reserve in fleu of mortgage insurance. Loss reserve payments may no longer be required, awhe paid by Borrower when the insurance coverage lapsed or ceased to be in effect, Lender will accept, use and retain these Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly niorigage insurance premium being

LOAN NO 0933290

LOAN NO. 0933290

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 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 50 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 of 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) ent y 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 united 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 of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Porrower. 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, v.e. 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 accognized 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 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT ISC/CMDTIL//0491/3014(9-90)-L PAGE 5 OF 6

FORM 3014 9/90

UNOFFICIAL C 1-06-6)+106/16+0//TILUWO/DSI IT INOIS-SINCTE EVMITA-ENMY/EHTMC DNIEOBM INSLIKDINENJ **EOBW 3014 3/30** My Commission Expires 6/20/99 Notary Public, State of Illinois Patricia S. Matthews OFFICIAL SEAL This Instrument was prepared by: ELLEN A. LOCKRIDGE My Commission expires: Notary Public Given under my hand and official seal, this 10 4381 July 10 VBb free and voluntary act, for the uses and purposes therein sections. before me this day in person, and seknowledged that e. In amunism bies shi berevide bans bangis ... y 9 n 1 personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared state do hereby certify that MICHAEL W DRAFKE and KATHLEEN E DRAFKE HUSBAND AND WIFE the undersigned a Motary Public in and for said county and STATE OF ILLINOIS. iss Aunou 3-84/11/ Space Below This Line For Acknowledgment] Social Security Number Social Security Author a -Bottower -BOLLOWEL Social & certity Number 3 NJ 3 J H LY XZ BOTTOWET (Seal) Social Security Number WIICHVEL WORKFKE -Bottower (3682) Witnesses: Instrument in any rider(s) executed by Borrower and recorded with it. BYSIC, NING BELOW, Bon swer accepts and agrees to the terras and covenants contained in this Security [Vitasqs] (s) [specify] TabiN noc [IsB] Rate Improvement Rider Second Home Rider Gra luated Pay. ne. at Rider Planned Unif Development Rider Biweekly Payment Rider Adjustable Rat : Rider Condominium Rider 1-4 Family Rider Security Instrument (Check applicable box(es)] amend and supplement the covenants and agreements of this Security Instrument as it the rider(s) were a part of this with this Sternity Instrument, the coverants and agreements of each such rider shall be incorporated into and shall 24 Riners to this Security Instrument. If one or more riders executed by Borrower and recorded together 23. Whiver of Homestead. Borrower waives all right of homestead exemption in the Property. instrumen without charge to Borrower Barrower shall pay any recordation costs. 22. R. lease. Upon payment of all sums secured by this Securify Instrument, Lender shall release this Securify reisonable attorneys' fees and costs of title evidence. expenses incured in pursuing the remedies provided in this paragraph 21, including, but not limited to, option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or defore the date specified in the notice; Lender at its

sale of the Property. The notice shall further inform Borrowed of the right to relaziate after acceleration and the

ADJUSTABLE RATE RIDER LOAN NO. 0933290

(1) Year Treasury Index-Rate Caps-Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE CIDER is made this 10th 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 CHICAGOLAND MORTGAGE CORPORATION

, (the "Lender") of the same date

and covering the property described in the Security Instrument and located at:

18 EVERGREEN PLACE , LEMINT, IL 60439

[I'roperty Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMIT! THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OF FION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.7500%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Zero percentage point(s) (0.000%) 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.

MULTISTATE ADJUSTABLE RATE RIDER-SINGLE FAMILY-FNMA UNIFORM INSTRUMENT ISC/CRID**//0392/3118(01-89)-L PAGE 1 OF 3 FORM 3118 1/89 97529767

FORM 3118 1/89 CCKID++\\0392\3118(01-89)-L

MOLTISTATE ADJUSTABLE RATE RIDER-SINGLE FAMILY-FUMA UNIFORM INSTRUMENT

perchiniste point(s) ('0 0 0 0 0 ')% from the rate of

TOVA 40:0033580

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

5 0.0 % Thereafter, my adjustable interest rate will never belincreased or decreased on any single Change Date The interestrate I am required to pay at the first Change Date will not be greater than 6 75 0 0 0 5 01 less than

interest. Thave been paying for the preceding 12 months. My interest tale will never be greater than

ट्रीशाहुट्ड बहुरात.

by more than

The Mote Holder will deliver or mail to me a notice of any changes in my adjustable interest rate, and the amount of (F) Notice of Changes

> (E) Effective Date of Changes which is called the "Maximum Rate."

(D) Limits on Interest Rate Changes

oy 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 question I may have regarding the

TIXED INICICSI TRIC, AS TO LOWS! The Note provides to the Borrower's option to convert from an adjustable interest rate with interest rate limits to a B. FIXED INTEREST RATE OFFICIA

S LIXED INTEREST RATE OUNVERSION OPTION

(A) Option to Convert to Fixe Pate

so. The "Conversion Option" is my opt. o. to convert the interest rate Ilam required to pay by this Note from an Thave a Conversion Option that I am exercise unless I am in default or this Section 5(A) will not permit me to do

adjustable rate with interest rate limits to it.e tux d rate calculated under Section 5(B) below.

The conversion can only take place on 1 de c(s) specified by the Noice Holder during the period beginning on the

the new fixed rate is called the "Conversion Date." first Change Date and ending on the fifth Change Drie Each date on which my adjustable interest rate can convert to

00.00\$\$.2.U30 sol must give the Noise Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note of the Security Instrument; (iii) by a date specified by the Note Holder! I must pay the Note Holder a conversion IVI want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that; (i) I

requires to effect the conversion, tand (iv) I must sign and give the Note Holder any documents the Note Holder

(B) Calculation of Fixed Rate

Section 5(B) will not be greater than the Maximum Rate stated in Section #(D) above. the Note Holder will determine my interestrate by using comparable information. My new tere is culated under this point (0.125 %): If this required net yield cannot be determined because the applicable common are not available, commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest of eighth of one percentage term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery percentage point (0.625%), rounded to the nearest one-eighth of one pergentage point (0.625%); or (ii) if the original fixed rate mortgages covered by applicable 60-day mandatory delivery comments, plus five-eightis of one date and time of day specified by the Note Holder for (i) if the original term of this 18 greater than 15 years, 30-year My new, fixed interest rate will be equal to the Federal Mational Monthag. Association's required net yield as of a

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment (O) New Payment Amount and Effective Date

smount as my monthly payment until the maturity date. that would be sufficient to repay, the unpaid principal I am expected to owe on the Conversion Date in full on the meaning with my then the new amount of my monthly payment. Beginning with my that monthly payment of my monthly payment. Beginning with my that monthly payment of my monthly payment. Beginning with my that monthly payment of my monthly payment.

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

Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows: Touri Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate

LOAN NO. 0933290

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

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases

Borrower in writing

If Lender express 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 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 peno i, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as

follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest it in is sold or transferred (or if a bene icial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written corsert, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However are 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.

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

Michelle	(Seal)
MICHAEL W DRAFKE	Borrower
Jackbur Dula	(Seal)
KATHLEEN E DRAFKE	Borrower
	(Seal)
	Borrower
· .	(Seal)
	Borrower

97529767

THITE SHATE!