WHEN RECORDED MAIL TO

97583375

. Pacific Thrift and Loan Company

500 Ygnacio Valley Foad, Ste. #350 Walnut Creek, CA 94596

Loan Number:: 431211

Space Atone This Line is a Recording Datal

MORTGAGE

THIS MORTGAGE ('Scoring Instrument's is given on July 31, 1997). The marriager is Steven J. Sparks and Mancy D. Sparks, his wife, as joint tenants.

("Borrower").

This Security Instrument is given to Pacific thatft and Loan Company, its successors and/or assigns

which is organized and existing under the laws of

California

, and whose address is

21031 Ventura Blvd., Woodland Hills, CA 91364

("Lender").

Borrower owes Leider the principal sum of Eighty Four Thousand Five Hundred and MO/100ths

Dollars (U.S. \$ £4,500,00). 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 lebt, if not paid earlier, due and payable on August 1, 2(27). 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:

PARCEL # 27-10-110-0080000

LYT 8 IN BLOCK 8 IN FAIRWAY ESTATES UNIT 4 BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, CANGE 12 IN COOK COUNTY, ILLINOIS.

which has the address of

9233 Fairway Drive, Orland Park, IL 60462

[Property Address*]

97583375

"OGETHER 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."

BORR OWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with finited arizations by jurisdiction to constitute a uniform security instrument covering real property.

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

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum "Funds") for: (a) yearly taxes and assessmente which may attain priority over this Security Instrument as a hen on the Property; (b) yearly leasehold payments or group a rats on the Property, if any, it yearly hazard or property insurance premiums; (i) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, it any, and (f) any soms payable by Borrower to Lender, in accordance with the provisions of paragraph b, in her of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, it any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a ederally related mortgage from time to time. 12 U.S.C. §2601 et seq. (RESPA), unless another law that applies to the Funds sets a lesser amount. If so Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender name estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of furnite Escrow items or other wise in occasione with applicable law.

The Funds hall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity fincluding berder, it lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Extraw Items. I ender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays for rower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower repay a one-time charge for an independent real estate tax reporting service used by Lender in connection with his loan unless applicable law provides other wise. Unless an agreement is made or applicable law requires interest to be poid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without harge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The funds are pledged as additional security for all suchs secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the an ount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may a notify Borrower in writing, and, in such case Borrower shall pay to Lender the an ount necessary to make up the deficiency in to more than twelve monthly payments at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender slain promptly refund to Borrower any Furds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

pa agraph 2; third, to interest due; fourth, to principal due, and last, to any late charges due under the lote.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attrib priority over this Security Instrument, and leasehold payments or ground tents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Be trower shall promptly turnish to Lender all notices of amounts to be paid under this pergraph. It Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borr our shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) a grees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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. Haz and or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, Edzards 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.

Aft 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 other wise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damated, 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 Lencer 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 Lend:r and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due drie of the monthly payments referred to in paragraphs. I and 2 or change the ancount of the payments. If under paragraph 11 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 point 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 sixts days after the execution of this Security Instrument and Shaft continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless lander 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 cestroy, damage or impair the Property, allow the Property to deteriorize, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is jugan that in Lender's good faith judgment could result in forfeiture of the Property or other wise materially impair the from reared by this Security Instrument or Lender's sicurity 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, oresiddes 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 Borrover, during the lean application process, gave materially false or inaccurate information or statements to Lender (or tailed 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 provincions of the lease. If Borrower acquires fee title to the Property, the leasel old and the fee title shall not merge unless Lender agrees to the merger in wi ting.

7. Protection of Lender's Right 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 bankruptly, probate, for condemnation or torfeiture or to enforce taws or regulations), then Lender may do and pay for whate er 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 lim which has priority over this Security Lectument, 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 disburiement 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. It for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Burrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance premium being paid by Borrower shall pay to Lender each month a sum equal to one-twelfth if the rearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payment may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall have the premiums required to maintain mortgage insurance in effect, or to privide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9, Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower's stice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for consequence in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security, Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

(a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, urless Borrower and Lender other wise agree in writing or unless applicable law other wise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower tails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the

sums secured by this Security Instrument, whether or not then due

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

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

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

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be liven by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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 where given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by Sederal 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 sha'l 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 Lend: 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 aust 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. Bostower'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 passer of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those concitions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as it 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

97583375

UNOFFICIAL COPY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverants contained in this Security Instrument, and in any fidents) executed by Borrower and recorded with it

Witnesses:		
Aug 11/1/16	March March	(Seal)
1 12 211	Steven J. Sparks	-Horrower
Attentification	March Carry	(Seal)
/	Nancy D. Sparks	Borrower
		(Scal)
		·Borrower
6		(Seal)
	n w Pao Fant I et Alkre-sledgement,	
		1
STATE OF ILLINDIS.	County ss: (C)	K
1. SHERET MILLER	a Solars Public in and for said county and state do here A MILL D. SPARKS HUSBAND AM	by certify that
STEPPER IS SHAKES AND)AAL EU SYMK: Hus sins An t	THIT -
personally known to me to be the same person(s) before me this datin person, and acknowledged the and voluntary act for the uses and purposes therein	whose namers: PEC subscribed to the foregoing instrumated by signed and delivered the said instrument as 7 in set forth.	hent, appeared their free
Given under my hand and official seal this	157 day on 5414 1047	
My commission exptres:	Signature 1/11/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1	
	Norary Public	
OFFICIAL SEAL		
HARRIET MILLE	R Visc.	
MOTATY PUBLIC, STATE OF MY COMMISSION EXPIRES	ILLINOIS 06/24/01	

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 mole 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. Hazar lous 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 40 maintenance of the Property.

Borrower (12) promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulators agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has 22 knowledge. If Borrower learns, or is notified by any governmental, or regulatorly authority, that any removal or other remoderation 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 herb cides, volatile solverts imprerials containing asbestos or formaldchyde, and radioactive materials. As used in this paragraph 2), Environmental Law regard tederal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental production.

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

- 21. Acceleration: Remedies. Lender shall give natice to Borrower prior to acceleration following Borrower's breach of any covenant or a greement 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 Borrover, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure or acceding the non-existence of a default or any other defense of Borrove to acceleration and foreclosure. If the default is not curred on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lendershall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Up a payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without a charge to Borrower. Borrower shall pay any recordation costs
 - 23. Waiser of Homestead. Berrower waises all right of homestead exemption in the Property
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and societded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into any shall amend and supplement the commants and agreements of this Security Instrument as if the independence a part of this Security Instrument. [Check applicable bix(es)]

X Aljustable Rate Rider	Condominium Rider	1-4 Family Rider
G aduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
B. Hoon Rider	Rate Impr wement Rider	Second Home Rider
V \ Rider	Other(s) [pecify]	

ADJUSTABLE RATE RIDER Loan Number:: 431211

(LIBOR Index -- Rate Caps)

THIS ADJUSTABLE RATE RIDIER is made this 31st day of July, 1997 and is inco-porated into and shall be deemed to amend and supplement the Morgage. Deed of Trust or Security Deed offer 'security instrument') of the same date given by the undersigned (the 'Borrower') to secure Borrower's Adjustable Rate Note (the 'Note') to Facific Thrift and Loan Company, its successors and/or assigns

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

9233 Fairway Drive, Orland Park, IL 60462

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

ADD TIONAL COVENANTS. 'n 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 15.240 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of August, 1999, and on that day every sixth month thereafter. Each late on which my interest rate, ould 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 depos is 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 unmediately preceding the month in which the Change Date occurs is collect 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 fight and 250/1.000ths percentage points 8,250 % to the Current Index. One 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(0) below, due rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 18.240 % or less than 15.240 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one and 500/1000ths percentage point (1.500 %) from the rate of interes. There been paying for the proceding six months. My interest rate will never be greater than 21.740 %. My interest rate will never be less than 15.240%.

(F) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenart 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in (125 old 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 is 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 transferce as if a new loan we're being made to the transferce; 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 elemt permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Letter may also 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 concine to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

Steven J. Sparks	(Seal)	Nancy D. Sparks Borrower
· •	(Scal)	(Seal)
	-fferrewer	Horrower
	(Seal)	(Seal)
	-Воггожег	-Borrowet
	(Seal)	(Seal)
	-Borrower	Bostower

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