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Cook County Recorder

41,99

RECORD & RETURN TO:
Prepared by: SHANNON BRANDON
MORTGAGE BANCORP SERVICES

800 E. NORTHWEST HIGHWAY, #100
PALATINE, ILLINOIS 60067
708/816-8717-97062487 S.M.
State of Illinois MORTGAGE

FHA Case No.
13118935249

Loan No.: 1741453

THIS MORTGAGE ("Security Instrument") is given on
The Mortgagor is
KAREN S. OLSEN, UNMARRIED

October 23rd, 1997

("Borrower"). This Security Instrument is given to
MORTGAGE BANCORP SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS , and
whose address is 800 E. NORTHWEST HIGHWAY, #100, PALATINE, ILLINOIS 60067
("Lender"). Borrower owes Lender the principal sum of
One Hundred FIFTY Thousand Five Hundred Twelve and no/100-----
Dollars (U.S. \$ 150,512.00).

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 November 1st, 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

FHA Illinois Mortgage - 4/96

1-800-481-0080

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WDR-401(L) 106081

amounts due for the mortgagor insurance premium, disbursements or disbursements before the Borrower's payment is received by the Reserve permittee in the account may not be based on amounts due for the mortgagor insurance premium.

amended from time to time ("RESPA"), except that the exclusion or reserve permitted by RESPA for unanticipated costs of 1974, 12 U.S.C. Section 2601 et seq., and implementing regulations relating thereto, 24 CFR Part 3500, as they may be maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, as they may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq., and implementing regulations relating thereto, 24 CFR Part 3500, as they may be

under any, at any time, collect and hold amounts for Escrow items in an escrow account not to exceed the items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds".

in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, the sum for the annual mortgagor insurance premium if this Security instrument is held by the Secretary, or (ii) a monthly charge instead of a monthly mortgagor insurance premium to be paid by Lender to the Secretary, shall also include either: (i) a sum for the annual mortgagor insurance premium to be paid by Lender to the Secretary, which such premium would have been required if Lender still held the Security instrument, except monthly payment mortgageable insurance to the Secretary of Housing and Urban Development ("Secretary"), or in any year in property, and (c) premiums for insurance required under paragraph four, in any year in which the Lender paid a special assessment levied or to be levied against the Property, (b) escrowed premiums, or sum for (a) taxes and property, together with the principal and interest charges due under the Note.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and

UNIFORM COVENANTS.

Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines under one and non-uniform covenants with limited warranties by jurisdiction to constitute a uniform security instrument covering real property.

Borrower warrants and will defend generally the title to the Property against all claims and demands, including, general and convey the Property to the instrument, except for encumbrances of record, mortgage, general and convey the Property and that the Property is unencumbered, except for encumbrances of record, to secure payment of record.

TOGETHER WITH all 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."

which has the address of: 345 LONGFORD CIRCLE, ELGIN 60120 Zip Code ("Property Address");

Parcel ID #: 06-27-308-026-0000

COUNTY, ILLINOIS.

LOT 77 IN COUNTRY BROOK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

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 mortgage 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 taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

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

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against 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 loss 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 jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds 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 outstanding 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 Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (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

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(b) Safe Withdrawal Credit Approval, Letter of credit approval, if permitted by applicable law (including Section 341(d) in this section) (initials).

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained prior to or on the due date of the next monthly payment, or

(1) Borrower defaulter by failing to pay in full any monthly payment required by this Security Instrument.

(ii) Default, under my, except as limited by regulations issued by the Secretary, in the case of payment

8. Fees. Leader may collect fees and charges unauthorized by the Secretary.

any summons issued to 25 centres across the UK before interest from the date of disturbance, unless the Note specifies otherwise.

rights in the Property, including any and all other items mentioned in Paragraph 2.

b. **Confidential Information.** The proceeds of any award of damages, direct or consequential, in connection with any confidential information or other linking of any part of the Report, or for conveyance in place of compensation, are recoverable and shall be paid to Learner to the extent of the full amount of the liability arising under this Note and under the Note and this Security Instrument, Learner shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, Learner agrees under this Note and this Security Instrument, to pay all amounts required to pay off the indebtedness under this Note and this Security Instruments. Any excess proceeds over the amount required to pay off the indebtedness under this Note and this Security Instruments, Learner shall be paid to the entity generally entitled thereto.

undescribed Property. Borrower shall also be in default if Borrower, during the loan application process, gives untrue 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 in connection with the property or occupancy of the property or the financial condition of the borrower.

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

14. 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, no the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "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 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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Security instrument or the Note without Borrower's consent;

other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this is not personally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any mortgagor, grant and convey that Borrower's interest in the Property under the terms of this Security instrument; (b) conveys this Security instrument but does not execute the Note; (a) is co-signing this Security instrument only to co-sign this Security instrument and agreements shall be joint and several, and Borrower who provisions of paragraph 9(b). Borrower's conveyants and assigees of Lender and Borrower, subject to the of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, and assignments of

12. Successors and Assigns Board Joint and Security Liability Co-Signers. The co-contract and assignments any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy demanded made by the original Borrower's successors in interest. Any forfeiture in accelerating time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any interest, Lender shall not be required to release the liability of the original, Borrower or successor in interest of Borrower shall not operate to release the liability of the original, Borrower or successor in modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Borrower Not Released; Foreclosure By Lender Not in Writing. Extension of the time of payment or remittances will affect the priority of the lien created by this Security instrument. (i) remittance of foreclosure proceedings, (ii) remittance will preclude foreclosure on different grounds in the future, or (iii) communication of foreclosure proceedings within two years immediately preceding the commencement of a current However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the the obligation is still secured in effect, as if Lender had not received immediate payment in full. property associated with the foreclosure proceeding, upon reinstatement by Borrower, this Security instrument and Borrower under this Security instrument, foreclosure costs and customary attorney fees and expenses lump sum all amounts required to bring Borrower's account current including, to the extent they are applicable even after foreclosure proceedings are initiated. To reinstate the Security instrument, Borrower shall tender in a because of Borrower's failure to pay an amount due under the Note or this Security instrument, this right applies to the Note to the remainder of the Note if Lender has required immediate payment in full Secreterly.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full availability of this Note is solely due to Lender's failure to remit a timely payment to the ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the declining to assume this Security instrument and the Note, shall be deemed conclusive proof of such written agreement of any authorized agent of the Security delayed subsequent to 60 days from the date hereof, may, if the option, require immediate payment in full of all sums secured by this Security instrument. A to let sufficient for insurance under the National Housing Act within 60 days from the date hereof, Lender (e) Mortgage Note Lapsed. Borrower agrees that if this Security instrument and the Note are not determined of the Security.

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(d) Kickbacks. Lender does not receive such payments, Lender does not waive its rights with respect to kickback events. Lender does not receive such payments, Lender does not waive its rights with respect to kickback events.

(e) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but according to the requirements of the Security.

(ii) The Property is not occupied by the Purchaser or grantee as his or her principal residence, or the Purchaser or grantee so occupies the Property but this or her credit has not been approved in

(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

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

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

Condominium Rider Growing Equity Rider Other {specify}
 Planned Unit Development Rider Graduated Payment Rider Adjustable Rate Rider

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Given under my hand and official seal, this 23d day of October 1997

agreed and delivered the said instrument as HEREFOLLOWS:

Subscribed to the foregoing instrument, and executed before me this day in person, and acknowledged before me this day in person,

My Commission Expires:

STRIKE OF POSITION, **the undesignated**, **KAREN S. OLSEN**

Gurniwer
(Seal)

[Signature]

(Seal)

Hofreuter
(Seal)

Borduurwerk
(Seal)

Boettcher
(Seal)

BOTTOMAKER
(Seal)

Burttwater
(Seal)

CLARENCE S. OLSEN
-GLENMORR
-(Selby) **38(2)**

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

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FHA Case No.
13118935249

Loan No.: 1741453

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 23rd day of October , 1997 , and is incorporated into 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:

MORTGAGE BANCORP SERVICES

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

1315 LONGFORD CIRCLE
ELGIN, ILLINOIS 60120
[Property Address]

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

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of January , 1999 , and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(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 available 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.

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Initials: *[Signature]*



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not assignable even if the Note is otherwise assigned before the demand for return is made. applied as payment of principal, Lender's obligation to return any excess payment with interest on demand is limited in a timely notice, or (ii) received that any excess payment, with interest thereon at the Note rate, has excess payment, with interest thereon in the Note rate (i) equal to the interest rate which should have been applied in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any and Borrower made any monthly payment exceeding the payment amount which should have been accrued since with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease in sum 25 days after Lender has given the required notice, if this Rider for any payment amount calculated in accordance with paragraph (E) of this Rider to pay any increase in the amount payment amount calculated in accordance with paragraph (E) of this Rider to pay any increase in the amount required by paragraph (F) of this Rider, Borrower shall have no obligation to pay any increase in the amount of payment date which occurs at least 25 days after Lender has given Borrower the notice of change A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly payment basing on the effective date of changes.

(G) Effective Date of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount to him. the change in monthly payment amount, and (vii) any other information which may be required by law from the change amount notice, (vi) the current index and the date it was published, (viii) the method of calculating the monthly payment amount, (ix) the old interest rate, (x) the new interest rate, (y) the new date of the notice, (z) the Change Date, (aa) the new monthly payment amount in due, and must set forth (i) the new notice must be given at least 25 days before the new monthly payment amount is due. The note will be paid by the date of the notice, (ii) the old interest rate through a substantial equal payments, in unlikely such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment of the note, reduced by the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the Maturity date at the new interest rate through a substantial equal payments, in unlikely such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment of the note, reduced by the amount of the new monthly payment of principal and interest. The result of this calculation will be the amount of the new monthly payment of principal and interest on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the unpaid principal balance which would be owed on the Change Date if there had been no default in payment of the note, reduced by the amount of the new monthly payment of principal and interest.

(E) Calculation of New/Monthly Change

The effective interest rate will never increase or decrease by more than one percentage point (1.0%) or less than one single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate, as stated in Paragraph 2 of the Note.

(D) Limit on Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of three times the limit stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date. The current index and rounding the sum to the nearest one-eighth of one percentage point (0.125%), subject to the limits stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of three times the limit stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

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

Karen S. Olsen (Seal) (Seal)
KAREN S. OLSEN Borrower Borrower
..... (Seal) (Seal)
..... Borrower Borrower
..... (Seal) (Seal)
..... Borrower Borrower
..... (Seal) (Seal)
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