

UNOFFICIAL COPY 97907656

Page 1 of 8
4464/0070 04 001 1797-12-03 11:15:10
Cook County Recorder 35.00

RECORD AND RETURN TO:
PACIFIC PHOENIX GROUP, LLP

901A WEST LIBERTY
WHEATON, ILLINOIS 60187

Prepared by:
JOAN DE SOUZA
WHEATON, IL 60187

101273523
97073523
76955291

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 25, 1997
DARLENE Y. BRACKEN, MARRIED TO CHARLES DANIELS

The mortgagor is

("Borrower"). This Security Instrument is given to
PACIFIC PHOENIX GROUP, LLP

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 901A WEST LIBERTY

WHEATON, ILLINOIS 60187 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED FORTY SEVEN THOUSAND FIFTY AND 00/100

Dollars (U.S. \$ 147,050.00).

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 DECEMBER 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 20 IN HOEKSTRA'S 4TH ADDITION TO DUTCH VALLEY, A SUBDIVISION OF PARTS OF LOTS 1, 2, AND 3 OF ANKER'S SUBDIVISION OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

27-22-114-001

Parcel ID #:

which has the address of 16408 WOODLAWN , SOUTH HOLLAND
Illinois 60473 Zip Code ("Property Address");

Street, City

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
Initials AJS INSTRUMENT Form 3014 8/90
Amended 8/96
 VMP (IL) 1980B1

BOX 333-CTI

UNOFFICIAL COPY

957656

Page 2 of 8

FBI (IL) 19601

Form 3014 8/80 DPS 1090

Page 2 of 8

Borrower shall promptly discharge any lien which has priority over this Security Instrument over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to or (c) secures from the holder of the lien an agreement satisfactory to Lender nondisposing the lien to him, or defrauds against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the winding up of the payment secured by the lien in a manner acceptable to Lender; (b) contains in good faith the lien which may attach instrument of the property directly pursuant to the "Property"; (a) agrees in

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

to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this directly these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attach instrument priority over this Security Instrument, charges, fines and impossible attributable to the Property which may attach.

4. Charge: Lien. Borrower shall pay all taxes, assessments, charges, fines and impossible attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charge due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charge due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charge due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any this Security Instrument.

of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit, against prior to the acquisition of all funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition of all

time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months or Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall to Borrower.

depth to the Funds were made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Lender may accounting of the Funds, showing debts to the Funds and the purpose for which each without charge, and Lender may agree in writing, however, that items shall be paid on the Funds. Lender shall give to Borrower, Borrower and Lender may require to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, applicable law requires interest to be paid, unless applicable law provides otherwise. Unless an agreement is made or used by Lender in connection with this loan, unless a one-time charge for an independent real estate tax reporting service a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporter to make such beneficiary the Escrow items, unless Lender pays to or over interest on the Funds and applicable law permits Lender to hold Funds, Escrow items, unless Lender may not charge Borrower for holding and applying the Funds, annually analyzing the Funds to pay the (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall account, or entity

The Funds shall be held in an escrow account whose deposits are insured by a federal agency, insurability, or entity.

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditure of future costs to Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RSPA"), unless another law that applies to the Funds related mortgage loan act, require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally Leased provisions of paragraph 8, in lieu of the payment of mortgage insurance premium. These items are called "Escrow Items," if any; (e) year), Escrow insurance premiums, if any; and (f) any sum payable by Borrower to Lender, in accordance with ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attach this Security Instrument as a lien on the Property; (b) yearly leasehold payments Lender on the day monthly payments are due under the Note, until the is paid in full, a sum ("Funds"). For: (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principle of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

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

THIS SECURITY INSTRUMENT contains uniform security instruments with limited variations by jurisdiction to contain a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed by Lender by 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.

All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by enjoining the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

Initials: *[Signature]*

UNOFFICIAL COPY

Page 6 of 8

DPS 104W

Form 2014 9/90

Page 6 of 6
Form 2014 9/90

My Commencement Expiration:

R. LINE CARPENTER
"OFFICIAL SEAL"
NCDWY P.D.B.I.D., State of Illinois
My Commencement Expires 7/18/01
Given under my hand and official seal, this 25th day of July 1997.

Given under my hand and official seal, this 25th day of July 1997.
agreed and delivered the said instrument as HIS/HBR free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE
personally known to me to be the same person(s) whose name(s)

CHARLINE V. BRACKEN, MARIEZIE AND CHARLES DANIELS

County of Cook
County of DuPage

CHARLES DANIELS
(Seal)

Jameson
(Seal)

SOLICIT FOR THE PURPOSE OF MAINTAINING HOMESTEAD
UNDERSTANDING EXECUTES THIS INSTRUMENT
(Seal)

DARLINE V. BRACKEN
(Seal)

Jameson
(Seal)

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

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants and agreements of 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).
 Adjustable Rate Rider
 Biweekly Payment Rider
 Biweekly Unit Development Rider
 Biweekly Unit Rider
 Second Home Rider
 Other(s) [Specify]

23. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
to 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
proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
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 to resume acceleration and foreclosure. If the default is not cured on
the date specified or the right to resume acceleration by judicial proceeding is exhausted, Lender may
securable by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
inform Borrower of the right to resume acceleration by judicial proceeding and sale of the Property. The sum
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum
(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
applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default;

ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 25TH day of NOVEMBER 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

PACIFIC PHOENIX GROUP, LLP

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
16408 WOODLAWN, SOUTH HOLLAND, ILLINOIS 60473

Property Address

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.1250 %. 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 JUNE, 1998, and on that day every 6 month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX percentage point(s) (6.0000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)
Single Family Fannie Mae Uniform Instrument

Form 3130 6/94

8388 164081

VMP MORTGAGE FORMS 00016217291
Page 1 of 2

Initials *DGB* *11/00*

DPS 4016

~~-Borrower
(Seal)~~~~-Borrower
(Seal)~~~~-Borrower
(Seal)~~~~-Borrower
(Seal)~~

DARLENE V. BRACKEN

*Darlene V. Bracken**Darlene V. Bracken*

BY SIGNING BELOW, Borrower accepts and agree to the terms and covenants contained in this Adjustable Interest Note without further notice or demand on Borrower.

These sums prior to the expiration of this period, Lender may invoke any remedy provided by this Security instrument within which Borrower must pay all sums accrued by this Security Instrument. If Borrower fails to pay these amounts prior to the expiration of this period, Lender may invoke any remedy provided by this Security instrument without further notice or demand on Borrower.

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 note is delivered or mailed within which Borrower must pay all sums accrued by this Security Instrument. If Borrower fails to pay these amounts prior to the expiration of this period, Lender may invoke any remedy provided by this Security instrument without further notice or demand on Borrower.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's acceptance to this Security instrument. Lender also may require the transfer to Lender an assumption agreement that is contingent to the loan assumption. Lender may require the transfer to Lender a release of any covenants or agreements in this Note and in this Security instrument. Borrower will continue to keep all the promises and agreements made in the Note and in this Security instrument to Lender and that obligates the transferee to do the same.

If Lender exercises the right to terminate this instrument to be obligated under this Note and in this Security instrument, Borrower will continue to be liable under this Note and in this Security instrument to Lender and that obligates the transferee to do the same.

Interest payable 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 liable under this Note and in this Security instrument to Lender and that obligates the transferee to do the same.

To the extent permitted by law, Lender may charge a reasonable fee as a condition to Lender's acceptance to this Security instrument.

Interest will not be imposed by the loan assumption and the risk of a breach of any covenant or agreement in this Security will not be imposed by the loan assumption and the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender.

Interest will not be imposed by the loan assumption and the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender.

Interest will not be imposed by the loan assumption and the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender.

Interest will not be imposed by the loan assumption and the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender.

Interest will not be imposed by the loan assumption and the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender.

Interest will not be imposed by the loan assumption and the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender.

Interest will not be imposed by the loan assumption and the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender.

Interest will not be imposed by the loan assumption and the risk of a breach of any covenant or agreement in this Security instrument is acceptable to Lender.

Transfer of the Property, 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 liable for it) is sold or transferred for a consideration (or if a beneficial interest in Borrower is sold or transferred and Borrower is not liable for it) is sold or transferred for a consideration (or if a beneficial interest in Borrower is sold or transferred and Borrower is not liable for it) is sold or transferred for a consideration (or if a beneficial interest in Borrower is sold or transferred and Borrower is not liable for it) is sold or transferred for a consideration.

Uniform Covenants 17 of the Security instrument is amended to read as follows:

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

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 I may have regarding the note.

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 Dates until the amount of my monthly payment changes again.

(E) Effective Date of Changes

Monr, my interest rate will never be greater than 17.1280 %.

Payments made prior to the effective date of interest I have been paying for the preceding

Change Date by more than one month. My interest rate will never be greater than 17.1280 %.

Payments made prior to the effective date of interest I have been paying for the preceding

Change Date by more than one month. My interest rate will never be increased or decreased on any loan than 10.1280 %. Therefore, my interest rate will never be increased or decreased on any single Change Date by more than one month. My interest rate will never be increased or decreased on any

loan than 11.1280 %. The interest rate I am required to pay at the first Change Date will not be greater than

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. The result of this calculation will be the new amount of my monthly payment.