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WHEN RECORDED MAIL TO
Pacific Title and Loan Company

21031 Ventura Boulevard
Woodland Hills, CA 91364

97148219

DEPT-01 RECORDING \$35.50
T40009 TRAN 7461 03/05/97 11143100
18671 + SK **-97-148219
COOK COUNTY RECORDER

Loan Number: 423715

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given by Barrett J. and Shirley M. Wirtz, his wife, in joint tenancy,

35.50
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This Security Instrument is given to Pacific Title and Loan Company, its successors and/or assigns,
which is organized and existing under the laws of California and whose address is
21031 Ventura Boulevard, Woodland Hills, CA 91364

("Lender").

Borrower owes Lender a principal sum of One Hundred Three Thousand Six Hundred Fifty and
NO/100ths

Dollars (\$103,650.00). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument, which provides for monthly payments until the full sum is not paid earlier, due and payable on
March 1, 2012. This Security Instrument is given to secure the payment of the debt described in the
Note, with interest, and all renewals, extensions and modifications of the Note, and payment of all other sums advanced
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 # CC 35-106-018

The South 1/2 of Lot 103 in Mourau's Crestview Addition to Bartlett, being a
Subdivision in the South 1/2 of the Northwest 1/4 of Section 35, Township 41
North, Range 1, East of the Third Principal Meridian, in Cook County, Illinois.

06-35-106-018

(#97-00731 R 106-2)

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LAWYERS TITLE INSURANCE CORPORATION

which has the address of

201 Marion Avenue, Bartlett, IL 60103

("Property Address")

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and fixtures now or hereafter in a manner in accordance with the terms and conditions of this Security Instrument also be covered by the terms of this Security Instrument.

ARTICLE II. LIENS

Borrower conveys the Property and that all property now or hereafter in a manner in accordance with the terms and conditions of this Security Instrument also be covered by the terms of this Security Instrument.

THE SECURITY IN R. M. MENZEL, INC., AND CO. LTD. FOR THE USE AND BENEFIT OF THE BORROWER AS A LIMITED PARTNER IN THE AFFILIATION CONSTITUTED THEREIN PURCHASED THE PROPERTY

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

1. 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 this Note and all taxes due under the Note.

2. Payment of Taxes and Insurance. Not more than six months after written waiver by Lender, Borrower shall pay to Lender at the address of the property to act as escrow agent, the sum of five thousand dollars (\$5,000) and a full sum ("Funds") sufficient to pay all taxes and assessments which may affect the Property, the amount of all insurance premiums which may become due during the term of the Note and all other amounts due by Borrower to Lender in connection with the property. At the time of payment of the Funds, Lender may require payment of a portion of the annual mortgage insurance premium in advance. Payment of the Funds shall be made in accordance with the provisions of paragraph 3, and the amount of the Funds may exceed the amount of such taxes and insurance. If Lender shall not have timely received the funds referred to in this paragraph, Lender may charge interest thereon at the rate of 12% per annum, plus the federal Home Mortgage Disclosure Procedure as set forth in Regulation Z, 12 CFR Part 1024, and the "HMDA", which may be increased to 10% per annum if Lender receives a lesser amount from Lender, and which Lender may increase to 15% per annum if Lender determines that the amount of the Funds will not be available to Lender at the time of payment. Lender may estimate the amount of Funds due on the basis of current tax and insurance estimates or by the amount of future Escrow funds, or otherwise in accordance with applicable law.

The Funds will be held in a fiduciary relationship by Lender in accordance with Federal agency instruments, if any, and Lender (including Lender's agents or such an individual holding title in Lender's name) may apply the Funds to the Escrow account. Lender may not charge for escrow services or for holding or investing the Funds, but may annually analyze the reasonableness of such charge in accordance with applicable law, provided that the charge is reasonable and does not exceed the amount of such a charge. However, Lender may charge for escrow services in accordance with applicable law, unless Lender has been engaged to furnish services and by Lender in connection with the property, and Lender, in accordance with applicable law, agrees to hold the Funds for the benefit of Borrower and Lender, but may not charge for escrow services or for holding or investing the Funds, except to the extent that the funds were held by Lender for the benefit of Borrower, without charge, on behalf of Borrower, and set forth in the Funds shall be paid to the Person(s) named in the Note, in which each debt to the Funds was made, at the time of payment, together with all sums received by Lender under this instrument.

If the Funds held by Lender exceed 12 months plus one day by applicable law, Lender shall demand payment from Borrower for the excess Funds in accordance with the requirements of relevant law. If the amount of the Funds held by Lender at any time is insufficient to pay the Escrow balance, Lender may notify Borrower in writing, and in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Note and instrument, Lender shall promptly refund to Borrower the Funds held by Lender. If under paragraph 3 above, a sum is held in escrow, Lender, prior to the completion of the sale of the Property, shall apply any Fund held by Lender to the purchase of the property, or credit to the seller by the Security Instrument.

3. Application of Payments. First, application of principal and accrued interest received by Lender under paragraphs 1 and 2 shall be applied first to principal and then to interest, second, to accrued taxes and, third, to paragraph 2; third to interest due; fourth to principal due; fifth to taxes due and impositions resulting from the filing of liens which may attain priority over this Security Instrument; and, thereafter to ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 1 of this instrument; that manner, Borrower shall pay them on loan directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly to the creditor, Borrower shall promptly furnish to Lender receipts evidencing the payments.

4. Liens; Garnishments; Actions Against Lender. Lender shall not file a lien against the property or any part thereof or take any action, whether by garnishment, attachment, or otherwise, to collect on the terms of this Security Instrument. Lender shall not agree in writing to the payment of the obligations stated herein if such payment is unacceptable to Lender. Lender shall not file the lien by, or actions against enforcement of the security interest in the Note, which in the Lender's sole discretion, prevent the enforcement of the lien, or re-secure the Note and Note, unless by 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, in writing, shall cause identifying the lien. Borrower shall cause 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 hazard, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods

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that Lender requires and which may be required by law or regulation, which shall not be unreasonably withheld. If Borrower fails to obtain such insurance, Lender, at its option, obtain coverage to protect Lender's rights in the Property, and Lender shall have the right to hold the policies and renewals. If so directed by Lender, shall promptly give to Lender all account of paid premiums and cancellation notices. In the event of cancellation, Lender may require Borrower to furnish a payment notice to the insurance carrier. In Lender, Lender may require Borrower to make arrangements to repair or replace the Property, or Lender may do so itself, and the costs will be applied to restoration or repair of the Property. Damage to the material portion of the Property, if security is not released, or if the restoration or repair is not economically feasible, Lender may, in its discretion, file a claim in Borrower's name for the sum secured by this Security Instrument. If Borrower abandons the Property, or does not answer when summoned to appear before a court, and the insurance carrier has refused to make a claim, Lender may collect the amount of the insurance premium to repair or restore the Property, to pay sums accrued by this Security Instrument, and the costs of collection, which will begin with the date given.

Unless Lender and Borrower otherwise agree in writing, no monthly payments to principal shall be delayed or postponed the due date of the monthly payments referred to in paragraph 4 and/or change the amount of the payments under paragraph 21. If Property is acquired by Lender, Borrower's right to all 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, Reservation, Maintenance and Protection. 6.1. **The Property; Borrower's Loan Application; Leaseholder.** Borrower shall occupy, maintain and use the Property as the principal residence within sixty days after the date of execution of this Security Instrument and shall continue to do so until the date of transfer of title to another, unless otherwise provided in the Note. Borrower's right to use the Property as the principal residence may be terminated by Lender at any time after the date of occupancy, unless Lender has given written notice to Borrower that such right shall not be unreasonably withheld, unless extenuating circumstances exist which would render it impractical for Borrower to maintain the Property as the Property of a tenant and such circumstances shall be reasonably determined by Lender. Lender's action or proceeding whether civil, criminal or administrative, which judgment could result in Lender's loss of the Property or otherwise materially impair the use rights of Borrower, or the value of Lender's security interest, may, however, may cure such a default and reinstate, as provided in paragraph 7, by the action or proceeding or the issuance of a ruling that, in Lender's good faith determination, constitutes a tenancy 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 not be in default if Borrower is going through the loan application process, gave in false or inaccurate information or statement, or failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, application for financing. Borrower's failure to use the Property as a principal residence at the time of this Security Instrument is not a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires the Property, the leasehold and the lease shall not be lease units. Lender agrees to the merger in writing.

6.2. **Protection of Lender's Rights in the Property.** Lender may sue, file actions, and take other covenants and actions to protect Lender's rights in this Security Instrument, or there is a legal proceeding, or other action taken to affect Lender's rights in the Property, or in a proceeding in bankruptcy, probate, for condemnation, or other similar court or administrative proceedings, Lender may sue and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's costs may include paying any sums secured by a note which is part of this Security Instrument, appearing in court, legal, reasonable attorneys' fees and retainer on the Property to make valid any judgment Lender may take in accordance with paragraph 7. Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph, 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 in full upon notice from Lender to Borrower requesting payment.

6.3. **Mortgage Insurance.** If Lender requires mortgage insurance in addition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain such mortgage insurance in effect. Lender may cancel the mortgage insurance coverage, i.e. free from Lender's interest in the Property, if Borrower shall pay the premium required to obtain coverage substantially equivalent to the amount of coverage required by a cost substantiation, or less than the cost to Borrower of the mortgage insurance previously in force, from an eligible mortgage insurer approved by Lender. If substantial equivalent coverage is not available to Borrower, Lender shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage ceases to be in effect. Lender will accept, use and retain these premiums and losses, reserve in lieu of mortgage insurance, if reserve payments may no longer be required, at the option of Lender. 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 pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for existing insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

6.4. **Inspection.** Lender or its agent may make reasonable entries onto and inspections of the Property. Lender shall give Borrower notice at the time of or prior to the inspection of the date and time for the inspection.

6.5. **Condemnation.** The proceeds of any award resulting from a taking of, or consequential, in connection with a condemnation or other taking of any part of the Property, or the amount of any award of condemnation, are hereby assigned, and shall be paid to Lender.

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Instrument. Whether or not such sums are due under this Security Instrument, if the sum secured by this Security Instrument, which the fair market value of the Property, are demandable in the event of a partial taking of the Property, is greater than the amount of the sums secured by this Security Instrument, immediately before the taking, then the other sums due under this Security Instrument, which other wise would have been due before the taking, unless Borrower and Lender otherwise agree, shall be paid in full. The other sums due under this Security Instrument shall be reduced in accordance with the method specified by the following:

(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 due under this Security Instrument in the event of a partial taking of the Property, shall be the fair market value of the Property immediately before the taking, less the sum of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree, or if nothing to the contrary, unless applicable law otherwise 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 fails 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 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payment rate, or any interest rate, or change the amount of such payments.

11. **Borrower Not Released; Forbearance by Lender.** If Lender fails to collect the amount of the time for payment or otherwise of amortization of the sums secured by this Security Instrument, from the original Borrower or any successor in title thereto, Lender shall not operate to release the liability of the original Borrower or any successor in title to interest. Lender shall be required to commence proceedings against any successor in interest if it fails to extend time for payment or otherwise amend amortization of the sums secured by this Security Instrument. Any demand made by the original Borrower or Borrower's successors in title, shall not be a defense to preclude the exercise of any right or remedy that may be available to Lender.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 11. Borrower's omissions and agreements shall not bind a co-signer. Any Borrower who co-signs this Security Instrument, (a) does not execute the Note, (b) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument, (c) is not personally obligated to pay the sums secured by this Security Instrument; and (d) agrees that Lender and any other Borrower may agree to extend, renew, modify or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which permits certain charges and that law is finally interpreted so that the maximum amount of charges collected or to be collected in connection with the loan exceeds the permitted limit, then (a) any charges collected in excess of the amount permitted will be the charge to the permitted limit; and (b) any amount of charge in excess of the amount which exceeded permitted limit will be refunded to Borrower. Lender may choose to make this adjustment reducing the principal owed under the Note, or to make a direct payment to Borrower. If a refund reduces principal, the refund will be treated as a partial prepayment without any prepayment charge under the Note.

14. **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 other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed given when delivered or mailed, or when given as provided in the next section.

15. **Governing Law; Severability.** It is the intent of the parties to govern this Security Instrument by federal law, and the jurisdiction in which the Property is located. At the event that any provision 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 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 no longer present 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 exercisable 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 written notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given, during which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to do so within the period, Lender may exercise all remedies permitted by this Security Instrument, which may include a demand for payment.

18. **Borrower's Right to Refuse.** If Borrower, at any time, refuses to accept the notice of acceleration of the enforcement of this Security Instrument, and demands at any time to be released from (a) 5 days prior to the date of acceleration, or applicable law may specify for refusals, before the date of the repayment period, to any power of sale contained in this Security Instrument, or (b) until (i) a judgment enforcing this Security Instrument. Those conditions are that, (a), Borrower pays Lender all sums which then would be due under this Security Instrument, hereinafter 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 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

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this Security Instrument shall continue in full force and effect until paid in full. Paragraph 21. Security Instruments, which obligations secured hereby shall remain fully effective as provided in this instrument. However, this right as set forth in this paragraph 21, not apply in the case of acceleration under paragraph 17.

19. Sale or other Change of Loan Servicer. The Lender's interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower, which may result in a change in the Lender (Known as the "Assignee"). The Assignee collects monthly payments on this Note and this Security Instrument. The Assignee may be either a new assignee of the Loan Service or the same Lender. If there is a change of the Lender, the new Borrower will be given written notice of the change of Lender, the new Lender's name and address, and applicable law. The notice will state the name and address of the new Lender and the new Lender's name and address should be made. The notice will contain any other information required by applicable law.

20. Hazardous Substances. Both the Lender and Borrower shall take reasonable steps to dispose of any Hazardous Substances on or in the Property. Borrower shall not cause or permit any use or exposure to any Hazardous Substance on the Property that is in violation of any Environmental Law. This paragraph 20 shall not apply to the possession, storage or use 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 change in action, demand, lawsuit or other action by any governmental or regulatory agency or private party, including any claim for a Hazardous Substance or Environmental Material, of which Borrower has actual knowledge. If Borrower learns of a notice by any governmental or regulatory authority or any remedial or other termination of any Hazardous Substance on the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with such notice.

As used in this paragraph 20, "Hazardous Substances" means substances defined as toxic, as per applicable law by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, acids, pesticides and herbicides, volatile solvents, materials containing asbestos, lead-based paint, 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 have agreed to the following:

21. Acceleration of Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. Notice prior to acceleration under Paragraph 17 unless applicable law provides otherwise. The notice shall specify (a) the date by which the action required to cure the default; (b) a date, not less than 30 days from the date the notice is given, a date by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding, and sale of the property, and Lender will further inform Borrower of its option to reinstate after acceleration and the right to exercise the foreclosure, regarding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without recourse to Borrower. Borrower shall pay all recording costs.

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded in general, with this Security Instrument, the covenants and agreements of the rider(s), shall be incorporated into this Security Instrument. This supplement, the covenants and agreements of this Security Instrument, and any rider(s), were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 17. Rider

Debtor-In-Law Rider
 Practice Court Development Rider
 Rate Improvement Rider
 Other/s (specify)

14 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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(S.C.N. No. 0000000, Deed number, Deed Book Number, Date Recorded, and Page Number in any recorder) executed by Borrower and recorded and is

Witnesses

Jamy A. Brown J-5-2497
Kathy E. Brugel 2/21/97

SCN
Rec'd
Date

STATE OF ILLINOIS.

County ss:

I, the undersigned, do personally and voluntarily declare, make, and confess before me this day in person, and acknowledge that they are true and voluntary act, for the uses and purposes herein intended, and for the foregoing instrument, which instrument I have delivered to the said instrument as witness thereto,

Signed under my hand and affidavit made this 24th day of February, 1997

My commission expires

Signed this


Carolyn Reitz
Notary Public

OFFICIAL SEAL
CAROLYN REITZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-28-98

5/24/97

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ADJUSTABLE RATE RIDER Loan Number: 429-11
(LIBOR Index Rate Caps)

This ADJUSTABLE RATE RIDER is made this 14th day of February, 1997 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Document (the "Security Instrument") of the same date by the Note Holder ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note"), it being understood that the Note is hereby succeeded to and/or assigned to the Note Holder of the same date and covering the property described in the Security Instrument and located at:

201 Marine Avenue, Belmont, MA 02128
(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 WILL PAY.

ADDITIONAL COVENANTS. In addition to the covenants contained 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 14.990%. The Note provides for changes in the interest rate and the monthly payment as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate will pay may change on the first day of March 1999, and on that day every six months thereafter. Each date on which my interest rate will change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will change based upon the "Index". The "Index" is the average of interbank offered rates for one-month U.S. dollar deposits quoted 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 eight and 500/1000ths percentage points 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 limitations in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

My interest rate from required to pay at the first Change Date will not be greater than 17.990% or less than 14.990%%. 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 interest I have been paying for the preceding six months. My interest rate will never be greater than 21.490%. My interest rate will never be less than 14.990%.

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E. Effective Date of Changes

My new interest rate will become effective on the day I make my next monthly payment, repaying on the first principal payment date after the Change Date and the amount of my monthly payment shall go 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 to me. I 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 Covenants¹⁵ of the Security Instrument is guaranteed to read as follows:

Transfer of the Property or a Beneficial Interest in the Note or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest is being created or transferred and Borrower is a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (2) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to any loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to comply with the covenants and agreements made in the Note and in this security instrument. Borrower will continue to be liable under the Note and this Security Instrument unless Lender releases Borrower from liability.

If Lender exercises the option to require immediate payment, Lender shall give Borrower notice of cancellation. This notice shall provide a period of at least thirty (30) days from the date the notice is delivered in which 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 all 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.

James R. Dwyer Jr. 2-24-87 *Ruth C. Bergfeld 2-24-87*
James R. Dwyer Jr. Ruth C. Bergfeld
Borrower Borrower

(Seal) *(Seal)*
Borrower Borrower

(Seal) *(Seal)*
Borrower Borrower

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