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**BOX 370** 

\$41.00 DEPT-01 RECORDING T40009 TRAN 8271 04/24/97 14:01:08 \$0507 + SK \*-97-283593 COOK COUNTY RECORDER

Propered by: CARL I. BROWN MONTGAGE 1430 BRANDING LANE, SUITE 140 DOWNERS GROVE, IL 60515

0007480869

State of Illino

**MORTGAGE** 

PHA Care No

131: 8637782

THIS MORTGAGE ("Security Listrument") is given on April 16, 1997

The Mortergor is RYLE SIMPSON, A SINGLE MAN

("Borrower"). This Security Instrument is given to AMARIS MORTHAGE COMPANY

ount Clarks which is organized and existing under the laws of THE STATE OF ILLINOIS whose address is 11712 S WESTERNI, CHICAGO, IL 60643

. and

OME NUMBER FORTY NINE THOUSAND THERE NUMBER RIGHTY SEVEN & 00/40 יעה the principal sum of

Dollars (U.S. \$

149,347.00

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 MAY

. This Security Instrument secures to Lender: (a) the repsyment of the debt evidenced by the Note, with interest, and all renewels, 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

FEA Macts Mortgage - 4/96

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YMP MORTGAGE PORMS - (800)821-7291

ATGF, INC



(Steet, Chy),

of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does bereby morigage, grant and convoy to the Lender the following described property located in Cook

LOT BIGHT (8) IN BLOCK CME (1) IN A. G. BRIGGS AND SON'S ARCADIA, BEING A SUNDIVISION IN SECTION 14, TOWNSHIP 35 MONTH, RANGE 13, BAST OF THE TRIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIMOIS, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE RECORDED AS DOCUMENT HUMBER 16821660.

Parcel ID #: 11-12-102-008

which has the address of 3/35 ITHACA ROAD, OLYMPIA FIELDS

Illinois (Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtunences 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 total giving is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower warrants and will defend generally the tit's to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) issuehold payments or ground routs or the Property, and (c) promiums for insurance required under paragraph 4. In any year in which the Lender must pay a cortage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that 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, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance promium.

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Received:

if the amounts held by Lender for Bacrow Rems exceed the amounts permitted to be held by RESPA, Lender shall \*ccount 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 shortest as permitted by RESPA.

The Escrow Punds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such nums, 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 Londor 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 Londer as follows:

Plya to the mortague insurance premium to be paid by Londer to the Secretary or to the monthly charge by the Secretary to seed of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance promitate, as required;

Third, to interest the under the Note;

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

Fifth, to late charges des under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently accord, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance hall be maintained in the amounts and for the periods that Lender requires. Borrower spall 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 Londer. The insurance policies and any renewals small to 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 Lende: immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company to ice ned is hereby authorized and directed to make payment for such loss directly to Londer, instead of to Borrower and to Londer 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 payagraph 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 prespone the due date of the mouthly payments which are referred to a palagraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all cultitanding 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 this to Property that extinguishes the indebtadness, all right, title and interest of Borrower in and to insurance policies in force and pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Bourover's Loan Application; Leaseholds. Borrower thail occupy, establish, and use the Property as Borrower's principal esid use within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer or the Troperty) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the the of occupancy, unless Landar determines that requirement will cause undue hardship for Borrower, or unless externaling circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstation. 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 abandoned Property.

Borrower shall also be in default if Borrower, during the loan application process, gave materially false or insocurate 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 leasthold, Borrower shall comply with the provisions of the least 1 Borrower acquires fee title to the Property, the leasthold and fee title shall not be merged unless Lender agrees to the merger in writing.

- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to propayment of principal. 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 proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally codiled thereto.
- 7. Charges to Perrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly in the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon I solver's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

if Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Institutent, or there is a legal proceeding that may significantly affect Lander's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lander may do and pay whatever is necessary to protect the value of the Property and Lander's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall been interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable

Borrower shall promptly discharge any lien which has proving over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in legal proceedings which in the Lender: (b) contests in good faith the lien by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (a) secures from the livider of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines him any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Eurower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above whall 10 days of the giving of notice.

- 8. Foot, Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Bebt.
  - (a) Default. Londer may, except as limited by regulations issued by the Secretary, in he case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument (a)
    - (i) Borrower defaults by failing to pay in full any monthly payment required by this Sourcey Instrument prior to or on the due date of the next monthly payment, or
    - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
  - (b) Sale Without Credit Approval. Lander shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:





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  - (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
  - (li) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
  - (c) No Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
  - (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreslose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the S'C. HELY.
  - (e) Mortgage Not Insured. Borrower agrees that if this Socurity Instrument and the Note are not determined to be all the for insurance under the National Housing Act within 60 days from the date hereof, Londer may, at its notice, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this security instrument and the Note, shall be deemed conclusive proof of such incligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Socretary.
- 10. Refrectatement. Borrow has a right to be coinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount suc under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs (and seasonable and customary attorneys' fees and superates properly associated with the foreclosure proceeding. Up in reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Let der had not required immediate payment in full. However, Loader is not required to permit reinstatement if: (i) Lorder has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately proceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on with any grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Institution.
- 11. Borrower Not Released, Forhearence By Lender Not Waiver. Extension of the time of payment or modification of emortization of the sums secured by this Security Institution prented by Londor to any successor in interest of Borrower shall not operate to release the liability of the original borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the rums accurad by this Security to rement by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by lander in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. 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 northway, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument but does not execute the Note: (a) mortgage, grant and convoy that Borrower's interest in the Proporty under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londer and any other Borrower may excee to extend, modify, forbear or make any accommodations with regard to the mrms of this Security Instrument or the Note without that Borrower's consent.







13. Notices. Any notice to Borrowar 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 Londer's address stated herein or any 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 Londer 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 and

the Note et a declared to be severable.

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

16. How when Substances. Horrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous avisances 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 respecty of small quandities 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 regulator, wancy 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 recessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardow Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum preducts, toxic perticides and herbicides, volatile solvints, materials containing asbestos or formaldohydo, and radioactive materials. As used in this paragraph 10, "mylronmental Law" means federal laws and laws of the jurisdiction where the Property is located that rolate to health, sufety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns of transfers to Londor all the rents and reverses of the Property. Borrower authorizes Londer or Londor's agonts to collect the relate and revenues and hereby directs each temant of the Property to pay the cents 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 routs and revenues of the Property as trustee for the benefit of Londor and Borrower. This easignment of reats constitutes as: sheohine assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rems received by Borrower shall be hald by Borrower as trustee for benefit of Londor only, to be applied to the sums secured by the Security Instrumen; (b) Londor shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property ability pay all rents due and unpeid 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 by any that would

provent 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 societ of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rems 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.

16. Foreclosure Procedure. If Lendar 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 15, 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 at 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 proceding 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, Londer shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordstion costs.
  - 20. Waiver of Expertend. Borrower waives all right of homostead exemption in the Property.

with this Security Instrument, the powersame of each such rider shall be a supplement the covenants and agreements of this Security Instrument as if the Instrument. [Check applicable box(es)].  Condominium Rider  Planned Unit Development Rider  Graduated Payment Rider	incorporated into and shall amend and
T	
	O/T/S

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P.12

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. Witnesses:

	Borrower
rauma neurone se kaken untura praem unuturak atauk proposit <u>unturkunturkunturkunturkunturkunturkunturkunturk</u> untu	(Seal)
	-Bostawar
(Soal)	(Saal)
-Bonawer	-Barrower
(Scal)	(Seal)
-Нотгожет	Bottower
(Seal)	(Seal)
Borrower	Bottomer
THE TO OR II I INOIS	COOK_ County and
1. THOMAS, J. CHRES, AR	County set  of any Public in and for said county and state do hereby certify
MI NYLE SIMPSON, A Single Man	The second second

, personally known to me to by the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acting indged that signed and delivered the said instrument as HIS free and voluntary act, to: the mes and purposes therein

day of

Given under my hand and official seal, this

16

My Commission Expires:

set forth.

Notary Public

OFFICIAL SEAL THOMAS J. CHAPS
HOTARY PUBLIC, STATE OF ILLIHOIS MY COMMISSION EXPIRES 8-28-2000

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ha lati

0007450869

PHA Caso No.

131: 8637782

#### ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 16th day of APRIL ,1997, and is incompressed into and shall be deemed to award and supplement the Mortgage, Deed of Trust or Security Deed ("Security Functional") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

AMARIS MORTGAGO COMPANY

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

3535 ITHACA ROAD OLYMPIA FIELDS IL 60461

(Proporty Address)

THE NOTE CONTAINS PROVITIONS 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 NOPROWER MUST PAY.

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

#### INTRREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of JULY , and on that day of each succeeding year. 'Change Date' means each date on which the interest rate ould change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" remains the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, is works 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 ray 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.

FELA Multistate ARM Rider - 10/95

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(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND THERE-QUARTERS percentage point(s) ( 2.780 %) to 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 Charge Disc.

(D) Limits on Interest Rate Changes

The curving interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Dr.c. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate, at stated in Paragraph 2 of the Note.

(B) Calculation of Payment Change

If the interest rate charges on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be accessary to repay the unpaid principal balance in full at the Maturity Date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be swed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any proxyments to principal. The result of this calculation will be the amount of the new monthly payment of princips, and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Charge lades and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

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 amount organing on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (B) of this Rider for any payment date occurring into 122, 25 days after Londer has given the required notice. If the monthly payment amount calculated in accordance with paragraph (B) of this Rider decreased, but Lender falled to give timely notice of the decrease and Borro ver made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a case equal to the interest rate which should have been stated in a timely notice), or (ii) request that any occoss payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

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APP 16 '97

-Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants commined in this Acijustable Rate Ridge. (Seal) (Seal) Bottowet Borrower (Scal) (Seal) -Borrower Borrower (Seel) (Scal) -Borrower -Borrower Bon.

Out County Clarks Office (Scal) (Seal)

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