

UNOFFICIAL COPY

97342310

AFTER RECORDING MAIL TO:

Beverly Bank
Loan Service Center
417 S. Water Street
Wilmington, IL 60481

DEPT-01 RECORDING 643.50
T40011 TRAN 7135 05/15/97 09:20:00
\$1394 \$ KIP #--97-342310
COOK COUNTY RECORDER

LNU 5206309

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 8, 1997. The mortgagor is
BABETTE BANASZEK, DIVORCED, NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to Beverly National Bank
existing under the laws of the United States of America, which is organized and
417 S. Water Street, Wilmington, IL 60481, and whose address is
("Lender"). Borrower owes Lender the principal sum of Sixty Eight Thousand Dollars and
no/100 Dollars (U.S. \$ 68,000.00). 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 June 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:

UNIT 3C AND G3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE
COMMON ELEMENTS IN EL CAMINO REAL CONDOMINIUM AS DELINEATED AND DEFINED IN
THE DECLARATION RECORDED AS DOCUMENT NUMBER 94136088, IN SECTION 16,
TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAM, IN COOK
COUNTY, ILLINOIS

14X113.37

P.I.N. # 24-16-204-022-1011 (UNIT 3C) 27-16-204-022-1015 (UNIT G3)

which has the address of 9935 WEST EL CAMINO REAL, #3C, ORLAND PARK
[STREET] [CITY]
Illinois 60462 (Property Address);
(ZIP CODE)

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LIN# 5006309

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time 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, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by the 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, 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.

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FOIA# 3044-8/20

ISCS/Central//2020/3044-8/20/(999)-1 PAGE 4 OF 8
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

Proprietary, Leader, and/or Botowner makes it its duty to prior to an inspection specifying necessary
and appropriate Leader or its agents may make reasonable and appropriate inspection of the
sites for the inspection.

Botowner, Leader and/or Botowner may inspect the site at any time upon reasonable
notice, until the completion of the inspection or until such time as the inspection is completed.
Botowner shall pay the expenses incurred by Leader in connection with the inspection
Leader (including, but not limited to, travel, meals, lodging, transportation, and other expenses).
Leader is entitled to reasonable compensation for his/her services in connection with the inspection.
Leader, if requested, shall provide a written report of the inspection to Botowner within 10 days of the
completion of the inspection. Leader shall pay all expenses incurred in connection with the inspection
Leader to the extent that Leader incurs reasonable expenses in connection with the inspection.
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Leader shall make reasonable arrangements to allow Botowner to inspect the site and shall be responsible for
any costs incurred by Botowner in connection with the inspection. Leader shall pay all expenses incurred in connection with
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10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or 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 condemned by Borrower, or it, 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 monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The 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 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear 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 sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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IS/C/CHART/2000/2014/SECURITY/PRINCIPAL INVESTIGATOR PAGE 6 OF 6

POLARIS 3016 8/00

SLN099-SOURCE-ENTER-PRINCIPAL INVESTIGATOR

11. Section 9(1)(c) of the Act. The Company may be liable for damages to the person, and/or for damage to the property of the person, that occurs as a result of the conduct of the Company or any other person in contravention of any provision of the Act.

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15. Section 9(1)(c) of the Act. The Company may be liable for damages to the person, and/or for damage to the property of the person, that occurs as a result of the conduct of the Company or any other person in contravention of any provision of the Act.

16. Section 9(1)(c) of the Act. The Company may be liable for damages to the person, and/or for damage to the property of the person, that occurs as a result of the conduct of the Company or any other person in contravention of any provision of the Act.

17. Section 9(1)(c) of the Act. The Company may be liable for damages to the person, and/or for damage to the property of the person, that occurs as a result of the conduct of the Company or any other person in contravention of any provision of the Act.

18. Section 9(1)(c) of the Act. The Company may be liable for damages to the person, and/or for damage to the property of the person, that occurs as a result of the conduct of the Company or any other person in contravention of any provision of the Act.

19. Section 9(1)(c) of the Act. The Company may be liable for damages to the person, and/or for damage to the property of the person, that occurs as a result of the conduct of the Company or any other person in contravention of any provision of the Act.

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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 27 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding 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 terminate 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 attorneys' 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 charge to Borrower. Borrower shall pay any recordation 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 together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

- Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 Other(s) (specify)

- Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider

- 1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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FORM 301A 8/80

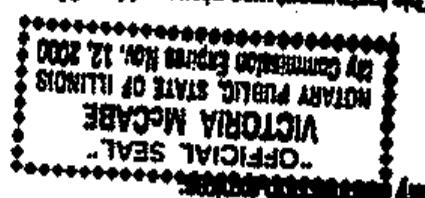
ISCC/CHICAGO/8001/001-00001
ILLINOIS - DIVORCE ESTATE - FINAL/PLATTE COUNTY INSTRUMENT
PAGE 8 OF 8

Waukegan IL 60085

417 S. Water Street

Address: Savoy National Bank

This instrument was prepared by Gloria Pompeila



Notary Public

Given under my hand and official seal this 8th day of May, 1987.

I, VICTORIA MCGABE, Notary Public, in the said County and State do hereby certify that
hereunder, signed before me this day in the year of 1987 and acknowledged that he/she signs and
subscribes to the foregoing instrument, knowing it to be the same person(s) whose name(s) is subscribed to the foregoing
instrument, known to me to be the same person(s) whose name(s) is subscribed to the foregoing
instrument, and that he/she signs and subscribes the same for the purpose intended thereon.

BARBETTE BURASZER, DIVORCED, 401 SINCE REINHOLD
1 Victoria N. D.C., a Notary Public in the said County and State do hereby certify that

STATE OF

Barbette Buraszer, The Law Firm of Reinhold & Reinhold

Commissioner
(Seal)

Commissioner
(Seal)

Commissioner
(Seal)

Commissioner
(Seal)

BARBETTE BURASZER

Witnessed
throughout the County by Notary and in any other(s) contained by Notary and recorded with the
County Clerk's Office. Notary accepts and agrees to the same and contains contents contained in page 1

File # 5006309

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LN# 5006309

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 8th day of May, 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 Note to Beverly National Bank

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

9935 WEST EL CAMINO RE'AL, #3C, ORLAND PARK, IL 60462
[PROPERTY ADDRESS]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

EL CAMINO RE'AL CONDOMINIUMS

[NAME OF CONDOMINIUM PROJECT]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage", then:

(i) Lender waives the provision in Uniform Covenant 2 for the timely payment to Lender of the yearly premium installments for hazard insurance on the Property; and
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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RECORDED
IN COOK COUNTY
ILLINOIS
ON THIS DAY OF SEPTEMBER
TWO THOUSAND EIGHTY-EIGHT
BY THE CLERK OF THE CIRCUIT COURT
FOR COOK COUNTY, ILLINOIS.

RECORDED
IN COOK COUNTY
ILLINOIS
ON THIS DAY OF SEPTEMBER
TWO THOUSAND EIGHTY-EIGHT
BY THE CLERK OF THE CIRCUIT COURT
FOR COOK COUNTY, ILLINOIS.

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KNAPP, BABETTE

LN# 5006309

ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 8th day of May, 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 Beverly National Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

9935 WEST EL CAMINO REAL, #3C, ORLAND PARK, IL 60462
(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 7.6250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

B. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of June, 2000, and on that day every 12th 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 weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index." The initial "Current Index" value is 5.930 %. If the Index is no longer available, the Note Holder will choose a new index which 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 Two and Three / Quarters percentage points (2.7500 %) 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.

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 on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.6250 % or less than 5.6250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.6250 %.

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402021113 3/29

PAGE 2 OF 2

WILSON COUNTY AGENT'S OFFICE DATE 3/29/09

(Sign Agreed On)

Schneider
GEA

Schneider
GEA

Schneider
GEA

Schneider
GEA

BABETTE BANASZEK

97352340

To the extent permitted by applicable law, Lender may change a nonaccrued fee or
condition to Lender's convenience or as otherwise set forth in the Note and the Security Instrument.
Lender may change a nonaccrued fee or condition to Lender's convenience or as otherwise set forth in the Note and the Security Instrument.
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A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will deliver or mail to me a notice of any change in my business office or my home regarding the notes of my ordinary business hours the address of any change. The notes will include provisions that

(a) Notice of Change

Any material changes after my ordinary business hours on the first ordinary payment date after the Change Date until the amount of monthly payment depending on each Change Date. I will pay the amount of my new

(b) Escrow Date of Change

LN# 5006309

MAPP, BABETTE