

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
NORTH SHORE COMMUNITY BANK

1145 WILMETTE AVENUE  
WILMETTE, ILLINOIS 60091

304 343

Prepared by:  
CHRISTI NIEMI  
WILMETTE, IL 60091

1904958 CE ②<sup>3</sup>  
5031004894

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- DEPT-01 RECORDING \$35.00
- T90012 TRAN 5277 05/29/97 15:12:00
- #6211 & ER #--97-380824
- COOK COUNTY RECORDER

## MORTGAGE

35,000  
1/2

THIS MORTGAGE ("Security Instrument") is given on MAY 27, 1997

LAKE FOREST BANK AND TRUST COMPANY,  
MORTGAGOR AND TRUSTEE AS TRUSTEE UNDER TRUST AGREEMENT DATED  
MAY 2, 1997 AND KNOWN AS TRUST NUMBER 1183  
LFT

The mortgagor is

("Borrower"). This Security Instrument is given to  
NORTH SHORE COMMUNITY BANK

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 1145 WILMETTE AVENUE  
WILMETTE, ILLINOIS 60091 ("Lender"). Borrower owes Lender the principal sum of  
TWO HUNDRED THIRTY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 235,000.00 ).

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: LOT 23 IN FIRST ADDITION TO GLENVIEW MEADOWS SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN RECORDER'S OFFICE OF DEEDS, BOOK 425, PAGE 14 AS DOCUMENT NUMBER 15910628, IN COOK COUNTY, ILLINOIS.

05-31-324-028-0000

Parcel ID #:

which has the address of 845 ECHO LANE , GLENVIEW  
Illinois 60025 Zip Code ("Property Address");  
ILLINOIS Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90 Amended 6/96  
DRAFT (ORI-LI) (000)  
Page 1 of 8 1400 MORTGAGE FORMS - 1000521-7291 DPS 1089

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the debt governed by the instrument or (b) consents in good faith that the lien

a. **Chargers:** Li-ion. Borrower shall pay all taxes, assessments, charges, fines and impoundments attributable to the Property during, or otherwise due; borrow, to participants due; and fees, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lenders under paragraphs 1 and 2 shall be applied first, to any prepayments due under the Note; second, to amounts due under paragraph 2;

Upon payment in full of all sums secured by this Security Instrument, Lender will promptly refund to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale as a result against the sum received by

If the Funds held by Leander exceed the amounts permitted to be held by applicable law, Leander shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leander exceeds the Escrow balance when due, Leander may so notify Borrower in writing, and, in such case Borrower shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Leander's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lenders, if Lender is such an institution) or in any Federal Home Loan Bank. Lenders shall apply the Funds to pay the Escrow Lender. Lenders may not charge Borrower for holding and applying the Funds, annually and/or during the escrow account, or verify the Escrow Lender. Lenders may not charge Borrower for holding and applying the Funds, annually and/or during the escrow account, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate appraiser service used by Lender in connection with this loan, unless, applicable law provides otherwise. Lender is responsible for all reasonable attorney fees and costs incurred by Lender to collect on the Funds.

2. Funds for Taxes and Expenses. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day immediately preceding payment of the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue over this Security instrument as a lien on the Property; (b) yearly leasedhold payments of grants; (c) yearly property tax based on the Property; (d) yearly flood insurance premiums; (e) yearly insurance premiums for liability insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with (g) any; (e) yearly insurance premiums, if any; (f) any sums payable by Borrower to Lender, in accordance with (g); and (h) any other amounts which may accrue under the Note, until the Note is paid in full, a sum ("Funds"). Lender may exercise his rights under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may accrue over this Security instrument as a lien on the Property; (b) yearly leasedhold payments of grants; (c) yearly property tax based on the Property; (d) yearly flood insurance premiums; (e) yearly insurance premiums for liability insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with (g); and (h) any other amounts which may accrue under the Note, until the Note is paid in full, a sum ("Funds"). The provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Fees".  
Lenders may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require from a Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount.  
Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future fees or otherwise in accordance with applicable law.

1. Payment of Premium and Interest; Borrower shall promptly pay when due upon demand Covenants, Borrower and Lender can furnish and agree as follows:

UNIFORM COVENANTS, BOUNDARY AND LENDER COVERAGE AND STATE AS FOLLOWS:

**THIS SECURITY INSTRUMENT** combines uniform conventions for national use and non-uniform conventions with limited application by jurisdiction to constitute a uniformly instrument covering real property.

**BORROWER COVENANTS** The Borrower will lawfully defend and protect all the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

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

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

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

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

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

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14. Notice. 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

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 Borrowers which exceeded permitted limits will be refunded to the permitted limit; and (c) if a refund reduces principal, the reduction will be treated as a partial prepayment without any penalty 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 penalty to Borrower.

12. Subscribers and Agents: 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 this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the Note without the Borrower's consent.

11. Notwithstanding any provision to the contrary, payment of the sum specified in Article 10.1 will not be made to the holder of the instrument if the holder has been guilty of any conduct which would render him liable under Article 10.1.

Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of such 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 of repair of the Property or to the sum received by this Security Instrument, whichever of the two is due.

consideration of other factors of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

Borrower notice at the time of or prior to an inspection specifies a reasonable cause for the inspection.

9. **Inspections.** Under or its agents may make reasonable entries upon and inspections of the Property. Landlord shall give

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

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

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

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

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

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

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

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

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

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

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

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

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## MORTGAGE EXONERATION RIDER L-1-1483

This MORTGAGE is executed by **LAKE FOREST BANK AND TRUST COMPANY**, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said **LAKE FOREST BANK AND TRUST COMPANY** hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said **LAKE FOREST BANK AND TRUST COMPANY** personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said **LAKE FOREST BANK AND TRUST COMPANY** personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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## ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

5031004894

THIS ADJUSTABLE RATE RIDER is made this 27TH 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 NORTH SHORE COMMUNITY BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

845 ECHO LANE, GLENVIEW, ILLINOIS 60025

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 7.8750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of JUNE 1, 2002, 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."

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 SEVEN EIGHTHS percentage point(s) (2.8750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

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822B (8/98/02)

WFP MORTGAGE FORMS - NOC 821-7291

Form 3111 3/85

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I, SIGNING BELOW, nowhere accepts and agrees to the terms and conditions contained in this Addendum.

If Leader exercises the option to require immediate payment in full, Leader shall give Borrower notice of such action within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leader may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

in this Note and the Noteholder will cooperate fully with the Noteholder to keep all the promises and representations made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

Transfer of the property or a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if Lender is prohibited by law or regulation from exercising this option.

**DEFINITION OF SECURITY INSTRUMENTS** An instrument which purports to be a security instrument as defined or referred to in section 87(1) of the Securities Act.

mosaically) provided before the effective date of any change. The notice will include information required by law to be given under the title and telephone number of a person who will answer any question I may have regarding the notice.

(d) Notice of Changes. The Name Holder will deliver or mail to me a notice of any changes in the my interest title and the amount of my

(E) Effective Date of Changes  
My new member rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly changes even.

The Note Holders will then determine the amounts of the monthly payments 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.