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Prepared by: CHEVY CHASE BANK, F.S.B.

## MORTGAGE

THIS MORTGAGE SECURITY INSTRUMENT IS DATED ON MAY 11, 1998.

The mortgagor is

DONALD G. OLSEN AND MAURA R. OLSEN

Borrower - This Security Instrument is given to **CHEVY CHASE BANK, F.S.B.**

**CHEVY CHASE BANK, F.S.B.**

which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose  
address is 7700 OLD GEORGETOWN RD., BETHESDA, MD 20814

Lender's Borrower owes Lender the principal sum of  
ONE HUNDRED TWENTY THREE THOUSAND SEVEN HUNDRED FIFTY AND 00/100

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 **31 DECEMBER, 2028**. 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:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

LOT 41 AND THE SOUTH 15 FEET OF LOT 42 IN BLOCK 1 IN SOFIELD GARDENS, A SUBDIVISION IN THE EAST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO COVENANTS OF RECORD.

Parcel ID = 10-17-400-054-0000

which has the address of 9132 MASON AVENUE, MORTON GROVE

[New City].

Wards 60053

**ILLINOIS** FNMA FHLMC UNIFORM  
INSTRUMENT Form 3014 9-90  
Amended 8-95

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**BOX 333-CTI**



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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 obligation accrued by the lien in a manner acceptable to Lender, (b) consents in good faith the lien is subordinate to the obligation of the Lender 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 affect prior to the date of the instrument of the Lender's assignment of the lien.

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

4. **Chattel Mortgagor Lien.**, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold 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.

third, to interest due; fourth, to principal due, and last, to any late charges due under the Note.

### **3. Application of Payments.** Unless applicable law provides otherwise, all payments received by [Recipient] under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

Upon payment in full of all sums accrued by this account, including interest, tendered and unpaid, prior to the date of 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.

here is not sufficient to pay the expenses herein when due. Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months after payment of all sums secured by this Security instrument. Lender shall provide for the collection of any

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

Each row lists one or more items of software in accordance with applicable law.

principles of and interest on the debt evidenced by the Note and any preparation and late charges due under the Note.

**ARTICLES** by **JURISDICTION** to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Properties against all claims and demands, subject to any encumbrances of record.

**BORROWER GOVERNANTS** that Borrower is lawfully entitled to the estate hereby conveyed and has the right to mortgage

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

This Security Instrument is made by and between the Lender, Borrower, and the Borrower, Borrower, on the date of execution of this Security Instrument.

**5. Hazard or Property Insurance.** Borrower shall select the appropriate insurance coverage to protect the property erected on the Property from all hazards of the nature indicated in the title insurance policy and any other hazards including flood, fire, lightning, and other hazards as stated. This insurance shall be maintained at the amounts and for the periods required by the title insurance company, subject to the consent of the Lender and for the periods required by the title insurance company, subject to the consent of the Lender. It is understood that the insurance will be subject to Lender's approval and to such conditions as may be set forth in the title insurance policy. It is further agreed that the insurance described above, if Lender may, at Lender's option, shall protect Lender's rights in the Property, in accordance with paragraph 7.

Such insurance policies and renewals shall be kept up to the standard of "place worse". Lender shall inspect the title insurance policies and renewals. If Lender rejects, Borrower shall promptly give Lender a receipt of payment of such insurance. In the event of loss, Borrower shall keep prompt and true insurance carrier and Lender Lender's information as to the date of payment Borrower.

If Borrower fails to pay any premium or to make any payment for the maintenance and/or restoration or repair of the Property, Lender may deduct the amount of the unpaid premium or the amount of the Lender's security interest from the proceeds of the sale of the Property, or Lender may deduct the amount of the insurance proceeds and/or apply to the sums secured by this Security Instrument, or any amount which may be necessary to pay the amount of the premium, if Borrower fails to pay the same. If Borrower abandons the Property, Lender may deduct the amount of the insurance proceeds and/or apply to the sums secured by this Security Instrument, or any amount which may be necessary to pay the amount of the premium, if Borrower fails to pay the same. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, or any amount which may be necessary to pay the amount of the premium, if Borrower fails to pay the same.

Unless Lender so directs, Borrower otherwise acts, or written agreement is so provided, Lender may not extend or postpone the due date of any of the payments referred to in paragraphs 1 and 2, or change the amount of the payments. If under paragraph 2, 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 inured due to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, maintain, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, or allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is instituted in Lender's judicial forum, could result in forfeiture of the Property, or if it materially impairs the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default at the State, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, protects Borrower's interest in the Property or other material impairment of the rights 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 all 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 tenancy shall 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, private, 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 attorney's fees, or 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 requires 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

14. Notices. Any notice to Borrower posted for in this Security instrument shall be given by mailing or by first class mail unless otherwise directed, and notice to Lender shall be given by the class mail to or any other address Borrower designates by notice to Lender, and notice to Lender shall be given by the 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 exceeds the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge from exceed the permitted limits; and (b) any such loan charge shall be reduced by the previous principal owing under this Security instrument as if it were a part of the principal balance of the loan.

make any accommodations with regard to the terms of this Second Interim or the Note without the Bank's consent.

**12. Successors and Assigns; Joint and Severed Liabilities; Co-signers.** The successors and assignees of this Security Instrumentment shall hold and benefit by the successors and assigns of Lender and to whomsoever, subject to the provisions of

exercise of any right or remedy.

11. Borrower Not Releasable by Lender; Forfeiture by Lender; Extension of the time for payment of modification of the sum 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 his successors in interest. Lender shall not be required to commence proceedings against any successor in interest of borrower or his successors in interest for payment modify amortization of the sum secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forfeiture by Lender in exercising any right of remedy shall not be a waiver of or preclude the exercise of any other right or remedy available to Lender.

Under Section 1 and Section 2 of the Copyright Act, any application of proceeds to principal shall not exceed or postpone the due date of the mandatory payments referred to in paragraphs 1 and 2 of clause the amount of such payments.

Lender is authorized to contact addressee and procedure as in option, either or both of the telephone or in writing.

If the Property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is entitled to collect all amounts due under this Agreement, plus interest thereon at the rate of 12% per annum.

**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 compensation in lieu of condemnation, are hereby assigned and

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give reasonable notice at the time of or prior to an inspection specifying the reasonable cause for the inspection.

obtain coverage substantially equal to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. Lender shall pay Borrower the difference between the amount paid by Lender and the amount paid by the alternate insurer.

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 if Lender gives it 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 confirmed 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, and 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 to the date which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of the period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand to Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have certain cures of this Security Instrument discontinued at any time prior to the earliest of (a) 5 days or such other period as applicable and (b) 30 days after repayment in full of the Property, pursuant to any power of sale contained in this Security Instrument or in any entry of attachment covering the Security Instrument. These conditions are that Borrower (a) pays Lender all sums due under this Security Instrument and the Note if the acceleration had occurred, (b) cures any default that is then continuing, (c) pays all expenses incurred by Lender in enforcing this Security Instrument, (d) affords reasonable access to the real estate attached to the Property and (e) takes such actions as Lender may reasonably require to assure that no defect exists in the Security Instrument. Lender's right to the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall not be affected by any statement in this Borrower's Security Instrument and the right to sue for reinstatement shall not be affected by any statement in the Note. However, to the extent that reinstatement shall not appear in the Note, acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note, together with the Note of record and this Security Instrument, may be sold or otherwise disposed of by Lender to a third party, and a change in the entity known as the "Loan Servicer" that collects monthly payments under the Note and this Security Instrument. There also may be one or more changes in the Loan Servicer intended to collect the Note. If the servicer of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 18 of this instrument. 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 defend, protect, and keep the Property free from any release of any Hazardous Substances onto the Property. Borrower shall not do, cause, or suffer to do, anything affecting the Property that would violate any Environmental Law. If affected by the sentence contained in paragraph 19, the presence or use of substances on the Property that are known as Hazardous Substances shall be removed, cleaned up, or controlled to the extent necessary to prevent damage to the Property.

Borrower shall promptly give Lender written notice of any violation of environmental laws or other action by any government agency or private party against the Property or the Hazardous Substance or environmental Law. If so, Lender may take action to avoid it. If Borrower fails to do so within the time period of reasonable authority, that action may be taken at the expense of the Hazardous Substance affecting the Property if necessary. Borrower shall promptly take all necessary steps to correct such damage to the Property.

As used in this paragraph 20, "Hazardous Substances" means substances defined as hazardous substances by Environmental Laws, including the following substances: asbestos, mercury, lead, radon, asbestos-containing materials, toxic pesticides and other poisons, solvents, water pollutants, fuel additives, and other industrial chemicals. As used in this paragraph 20, "Environmental Law" means federal, state, and local laws of the jurisdiction where the Property is located that regulate such environmental problems.

#### NON-COVENANT COVENANTS. Borrower and Lender agree to the following covenants, 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

STATE OF ILLINOIS  
County of McHenry  
I, Robert C. Clegg, a Notary Public in and for said County and State do hereby certify  
that John & Linda Miller husband and wife  
have this 10th day of October, 1982

Bonneur  
(Seal)

DONALD G. OLSEN

Bonneur  
(Seal)

MAURICE R. OLSEN

Bonneur  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any riders exceeded by Borrower and recorded with it.

<input checked="" type="checkbox"/> Adjustable Rider	<input type="checkbox"/> Cardiomimetic Rider	<input type="checkbox"/> Family Rider	<input type="checkbox"/> Planned Life Development Rider	<input type="checkbox"/> Rate Impairment Rider	<input type="checkbox"/> Rate Other(s) [Specify] ADD. TO ARR AND SCH. "A"	<input type="checkbox"/> Second Home Rider	<input type="checkbox"/> VA Rider
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22. Risks in this Security Instrument, if one or more orders are executed by Borrower and recorded together with this Security Instrument, the consequences and agreements of each such order shall be incorporated into and shall amend and supplement the consequences and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(c) A date, not less than 30 days from the notice shall specify: (a) the default; (b) the action required to cure the default; (d) that failure to cure the date the notice is given to Borrower, by which the default must be cured; and (e) a date, not less than 30 days from the notice shall specify: The notice shall provide otherweise. The notice to cure the default or before the date specified in the notice may result in acceleration of the sum due and by this Securitry instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further require to this Securitry instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further require to cure the default on or before the date specified in the notice may result in acceleration of the sum due and by this Securitry instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further require to cure the default on or before the date specified in the notice may result in acceleration of the sum due and by this Securitry instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further require to cure the default on or before the date specified in the notice may result in acceleration of the sum due and by this Securitry instrument, foreclosed by judicial proceeding and sale of the Property.

## ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 11th day of May 1998, 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 Chevy Chase Bank, F.S.B.

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

9132 Mason Avenue, Morton Grove, IL 60053  
(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 ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.625 %. The Note provides for changes in the adjustable interest rate and the monthly payments as follows:

### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The adjustable interest rate I will pay may change on the first day of June 2001 and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my adjustable 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 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 Three and 000/1000 percentage point(s) (3.000 %) 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 8.625 %.  
MULTISTATE CONVERTIBLE ADJUSTABLE RATE RIDER - Single Family - 1 Year Treasury Index - FNMA Uniform Instrument

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LIVE MORTGAGE FORMS 1-800-233-8700 1-800-521-7297

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or less than **4.625** %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **Two and 000/1000** percentage point(s) ( **2.000** %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **12.625** %, which is called the 'Maximum Rate.'

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my adjustable 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 me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. FIXED INTEREST RATE OPTION**

The Note provider for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

**5. FIXED INTEREST RATE CONVERSION OPTION**

**(A) Option to Convert to Fixed Rate**

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The 'Conversion Option' is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limit(s) to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the 'Conversion Date.'

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ **500.00**, and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

**(B) Calculation of Fixed Rate**

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

**(C) New Payment Amount and Effective Date**

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

**C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

i. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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**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. Lender also shall not exercise this option if: (a) 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 (b) 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 the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

**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.

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.**

\_\_\_\_\_  
Donald G. Olsen

(Seal)

Borrower

\_\_\_\_\_  
Maura R. Olsen

(Seal)

Borrower

\_\_\_\_\_  
(Seal)

Borrower

\_\_\_\_\_  
(Seal)

Borrower

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## ADDENDUM TO ADJUSTABLE RATE RIDER

(Fixed Rate Conversion Option)

THIS ADDENDUM TO ADJUSTABLE RATE RIDER is made this 11th day of May 1998 and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider (the "Rider") of the same date signed by the undersigned borrower(s) (referred to below as "I", "me" or "my") to secure such borrowers' Adjustable Rate Note ("Note") to Chevy Chase Bank, P.S.B. ("you" or "yours"), of the same date and covering the property described in the Rider.

You and I agree that, notwithstanding any other provisions of the Note, the Rider or the Deed of Trust or other security instrument securing the Note, the Rider is amended as follows:

1. The third paragraph of Section 5(A) ("Option to Convert to Fixed Rate"), is changed to read as follows:

I have the option to convert this loan to a fixed rate on the first day of the month of the first and second Change Date (month 5 and month 49, referred to below as "Conversion Date") of the loan term.

If I want to exercise the Conversion Option, I must first meet certain conditions. These conditions are that: (i) I must give you written notice that I want to do so at least 45 but not more than 60 days before the Conversion Date (which must be the first day of a month selected by me); (ii) on the Conversion Date, I must occupy the property which secures this loan as my primary residence, and I must not be in default under the Note or the Security Instrument; (iii) by a date specified by you, I must pay you a conversion fee of U.S. \$ 500.00; (iv) the new fixed interest rate determined under Section 5(B) below may not be more than two whole percentage points above the adjustable rate which will have been in effect for the six month period immediately prior to the Conversion Date or, if by the Conversion Date the then current adjustable rate will not have been in effect for a full six months, the adjustable rate which was in effect for the full six month period preceding the change to the then current rate; (v) the new, fixed interest rate monthly principal and interest payment may not be more than 115% of the monthly principal and interest payment in effect for the six month period immediately prior to the Conversion Date or, if by the Conversion Date such monthly payment will not have been in effect for a full six months, the monthly principal and interest payment which was in effect for the full six month period preceding the change to the then current monthly payment; and (vi) I must sign and give you any documents you require to effect the conversion. If I am unable to meet conditions (iv) and/or (v), I may submit a new, complete mortgage loan application to you (including any supporting or supplementary documents requested by you) and you shall process such application under your then current underwriting standards and procedures and advise me whether, and on what terms and other conditions, you will waive compliance with either or both conditions and effect the conversion. In the event that, for any reason, the conversion is not effected, my interest rate will continue to be an adjustable rate and I may not exercise my Conversion Option again until the next Conversion Date, if any.

2. Paragraph 5(B) ("Calculation of Fixed Rate"), is amended to read as follows:

If, at the time of conversion, my original loan amount is less than or equal to the maximum single loan amount which may be sold to the Federal National Mortgage Association ("FNMA"), my new fixed interest rate will be equal to FNMA's required net yield as of a date and time of day specified by you for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield is not available from FNMA or cannot be determined for any reason, you will determine my interest rate by using comparable information as reasonably determined in your sole discretion. My new rate calculated as stated above will not be greater than the "Maximum Rate" stated in the Note ("Lifetime Cap").

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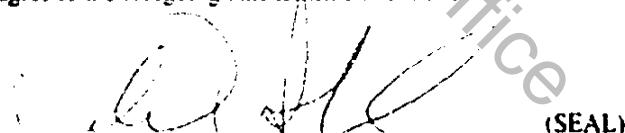
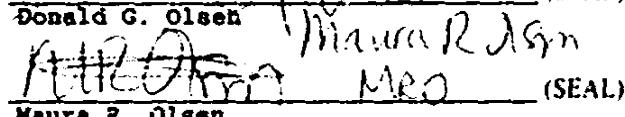
If, at the time of conversion, my original loan amount is more than the maximum single loan amount which may be sold to FNMA, my new fixed interest rate will be equal to FNMA's required net yield as of a date and time of day specified by you for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus three-quarters of one percentage point (0.750%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus three-quarters of one percentage point (0.750%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield is not available from FNMA or cannot be determined for any reason, you will determine my interest rate by using comparable information as reasonably determined in your sole discretion. My new rate calculated as stated above will not be greater than the Lifetime Cap.

3. A new Paragraph 5(D) entitled "Lender's Options on Nonconforming Loans", is added to read as follows:

If, at the time of conversion, my original loan amount is more than the maximum single loan amount which may be sold to FNMA, you may, but shall not be required to, take one or more of the following actions:

1. Appraisal. You may obtain at my expense a new Property appraisal. If, as a result of this new appraisal, my loan-to-value ratio exceeds ninety percent (90%), you may decline to effect the conversion. If my loan-to-value ratio is less than ninety percent (90%) but greater than eighty percent (80%), you may obtain mortgage insurance at my expense as a condition of effecting the conversion.
2. Credit Report. You may obtain at my expense a new credit report on me. If, in your sole reasonable discretion, the credit report does not meet your ordinary underwriting criteria for nonconforming loan conversions, you may decline to effect the conversion.
3. Mortgage Insurance. You may change the coverage and premium amount of any mortgage insurance currently covering my loan in order to adequately protect your interest in my loan as reasonably determined in your sole discretion.
4. Title Report. You may obtain at my expense an update to the title report performed in connection with the origination of my loan. If, in your sole reasonable discretion, the new title report does not meet your ordinary underwriting criteria for nonconforming loan conversions, you may decline to effect the conversion.

BY SIGNING BELOW, I accept and agree to the foregoing amendments to the Note.

  
Donald G. Olsen (SEAL)  
  
Maura R. Olsen (SEAL)

  
(SEAL)

  
(SEAL)