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1998-06-05 10:45:43
Cook County Recorder 35.50

RECORD AND RETURN TO:
MORTGAGE RESOURCE GROUP, INC.

7544 WEST NORTH AVENUE
ELMWOOD PARK, ILLINOIS 60635

Prepared by:
KATHY DE COSTER
ELMWOOD PARK, IL 60635

031198783

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 28, 1998**. The mortgagor is **PAUL D. ELLENBOGEN** AND **JAMIE STANESA**

("Borrower"). This Security Instrument is given to **MORTGAGE RESOURCE GROUP, INC.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **7544 WEST NORTH AVENUE ELMWOOD PARK, ILLINOIS 60635** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED EIGHTY FIVE THOUSAND AND 00/100**

Dollars (U.S. \$ **185,000.00**). 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 **JULY 1, 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:

THE NORTH 44 FEET OF LOT 6 IN BLOCK 6 IN CLOSE'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1892 IN BOOK 52 OF PLATS, PAGE 37 AS DOCUMENT 1668566, IN COOK COUNTY, ILLINOIS.

16-08-312-016

98-15842
112

PRAIRIE TITLE
6821 W. NORTH AVE.
OAK PARK, IL 60302

Parcel ID #:

which has the address of **321 SOUTH CUYLER, OAK PARK**

Illinois 60302

[Zip Code] ("Property Address");

[Street, City]

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

Initials: **DRJS** INSTRUMENT Form 3014 9/90
Amended 8/96
LAW-6R(IL) 19808

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The Funds shall be held in an individual account which is insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, unless Lender may require Borrower to pay holding and applying the Funds, annually analyzing the escrow account, or verticallying the Escrow items. However, Lender may require Borrower to interest on the Funds and applying the escrow account, or used by Lender in connection with this loan, unless a specific law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree to pay Borrower any interest or earnings on the Funds without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Lender shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months by payments, at Lender's sole discretion.

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, subject 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 sum received 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 imprest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument under laws Borrower: (a) agrees to assign to the Lender to the extent of the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the Lender to the conveyance of the lien in the event Borrower shall promptly discharge any lien which has priority over this Security Instrument providing the Lender to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:
(a) yearly leasehold payments which may arise from the Property, if any; (b) yearly leasehold payments
of ground rents on the Property may attain priority over this Security instrument as a lien on the Property; (c) yearly hazard insurance premiums; (d) yearly flood insurance premiums;
(e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with
the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Fees or
Under may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally
chartered mortgage loan may require for 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 applies to the Funds
under may estimate the amount of funds due on the basis of current data and reasonable estimates of expected future
recover items or otherwise in accordance with applicable law.

1. Payment of Principal and Interest; Preparation and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note;

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

THIS SECURITY INSTRUMENT combines uniform coverments for national use and non-uniform coverments with record variations by justiciae to constitute a uniform instrument.

and will defend generally the title to the property is unencumbered, except for encumbrances of record. Borrower warrants

Document 2: COVENANT'S DEED BORROWER IS LAWFULLY SEIZED OF THE ESTATE HEREBY CONVEYED AND HAS THE RIGHT TO MORTGAGE

BORROWER COVENANTS. All of the foregoing is referred to in this Security Instrument as the "Property".

figures now or hereafter erected on the property, and all easements, appurtelements, and

TOGETHER WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER MADE OR TO BE MADE
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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 on 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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Prepared in accordance with Note.

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 repaid to Borrower. Under this provision, the reduction will be treated as a partial prepayment of any payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment of any payment to Borrower. Under this provision, the reduction will be treated as a partial prepayment of any payment to Borrower.

make any accommodations which regard to the terms of this Security Instrument or the Note without the Borrower's consent.

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 this Security instrument 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 insure safe transit and convey than Borrows' interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sum secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, or renew the term of this Security instrument.

successes in life. Any reluctance by lenders to exercising any right of ready sale will be a waiver of the privilege unless otherwise agreed.

11. Borrower Not Responsible For Breach of Leander Not a Waiver. Extension of the time for payment of modification of amortization of the sums secured by this Security Instrument by Leander to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Leander to any successor in interest of Borrower who shall not be liable for any deficiency in the amount paid by Leander to any successor in interest of Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the non-ninety day 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 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 sum secured by this Security Instrument, whether or not due.

be applied to the sums secured by this Security instrument whether or not the sums are then due.

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 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, the holder of the Property immediately before the taking is liable to pay to the holder of the Security Instrument the difference between the fair market value of the Property immediately before the taking and the amount of the sums secured before the taking.

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 [REDACTED]

9. Inspection. Leader or its agent may make reasonable entries upon and inspections of the Property. Leader shall give thirty (30) days in advance written notice to Owner and Leader of any inspection.

10. Contingent. The proceeds of any award or claim for damages, direct or consequential, in connection with any

obtain coverage equivalent 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 lender. If subsequently equity equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender, if one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage based or created to be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage is obtained prior to the period that Lender requires, provided by an insurer approved by Lender, if mortgage becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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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

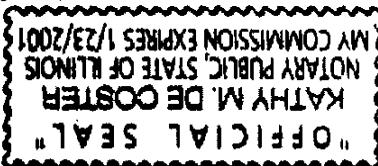
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Form 3014 S/90
Rev. 6-11-01 (9601)

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Notary Public

My Commission Expires:

Given under my hand and official seal, this
day of January in the year 2001,
signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes therein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY**
, personally known to me to be the same persons(s) whose names(s)

PAUL D. ELLENBOGEN AND JAMIE STANESA

that

a Notary Public in and for said County and State do hereby certify
County ss.

Borrower _____
(Seal) _____
Borrower _____
(Seal) _____

JAMIE STANESA
Jamie Stanesa
(Seal) _____

PAUL D. ELLENBOGEN
Paul D. Ellenbogen
(Seal) _____

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it.

21. 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 of this Security Instrument as if the rider(s) were a part of this Security Instrument.
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 recording costs.
23. Waiver of Homeestead. Borrower waives all right of homestead exception in the Property.
24. Rider. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums
incurred by this Security Instrument without further demand and may foreclose this Security Instrument by judicial
proceeding, but not limited to, acceleration and foreclosure of the debt evidenced by this Security
Instrument, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums
incurred by this Security Instrument after acceleration and the right to assert in the foreclosure proceeding the
same cause of action as if the notice of acceleration had been given to Borrower. The notice shall further
specify the date of the right to accelerate after acceleration and the date of the right to assert in the foreclosure proceeding the
(d) Lender shall be entitled to cure the default on or before the date specified in the notice may result in acceleration of the sum
(c) a due, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and
applied as law provides otherwise). The notice shall specify: (a) the default required to cure the default;

Adjustable Rate Rider
 Condominium Rider
 1-4 Family Rider
 Graduate Unit Development Rider
 Biweekly Payment Rider
 Rate Improvement Rider
 Second Home Rider
 Balloon Rider
 VA Rider

(Check applicable box(es))

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ADJUSTABLE RATE RIDER 98471398

(1 Year Treasury Index--Rate Caps)

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THIS ADJUSTABLE RATE RIDER is made this **28TH** 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 **MORTGAGE RESOURCE GROUP, INC.**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
321 SOUTH CUYLER, DAK PARK, ILLINOIS 60302

(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 **8.8750 %**. 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 **JULY 1, 2001**, 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 one 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 **TWO AND THREE FOURTHS** percentage point(s) (**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.

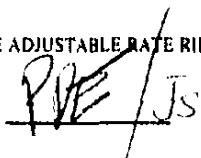
The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new 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 **8.8750 %** or less than **4.8750 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points (**2.0000 %**) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **12.2500 %**.

SPP NONCONVERTIBLE ADJUSTABLE RATE RIDER - SINGLE FAMILY - 1 YR TREASURY INDEX (WEEKLY-CMT)

Borrower(s) Initials



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Rev. 12/11/97 DPS 5473

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(Seal) _____ - Borrower _____ - Borrower _____ - Bottower _____ - Bottower _____

P A U L D . E L L E N B O G E N - B o r t o w e r (See)
J A M I E S T A N E S A - B o r t o w e r (See)

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.

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 10 days from the date the notice is delivered or mailed within which the notice shall provide a period of not less than 10 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.

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, require the transferor 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 unless Lender releases Borrower in full accordance with the Note and this Security Instrument unless otherwise provided in the Note.

Uniform Convention 17 of the Security Instrument is amended to read as follows:

TRANSITION OF THE PROFECTY OR A BENEFICIAL INTENSI^N IN MORTOWER

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

(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 payments again.