JNOFFICIAL COR JORNA C. MORSE 1998-10-16 09:17:49 3400 DUNDEE ROAD, SULTE 150 Cook County Recorder 23,50 NORTHBROOK, ILLINOIS 60062 COOK COUNTY 984036 RECORDER and When Recorded Ma-JESSE WHITE 3 M MORTGAGE SERVICES, INC. 3400 DUNDEE ROAD, SUITE 150 **ROLLING MEADOWS XCORENTRON** ILLIN015 60052 SPACE ABOVE THIS LINE FOR RECORDER'S USE erporation Assignment of Real Estate Mortgage CHP LUAN NO.: 4432 LOAN NO.: 7810072707 FOR VALUE RECEIVED in condersigned hereby grants, assigns and transfers to FIRSTAR HOME MORTGAGE COMPORATION 809 SOUTH BOTH STREET WEST ALLIS, WISCONSIN SEPTEMBER 29, 1988 all the rights, title and interest of undersigned in and to that certain Real Estate Mortgage dated executed by DANIEL KRAWITZ AND CATHERINE M. KRAWITZ, F/K/A CATHERINE M. ZURAWSKI, EACH AS TO AN UNDIVIDED 1/2 INTEREST to U M MORTGAGE SERVICES, INC. THE STATE OF ILLINOIS a corporation organized under the laws of 3400 DUMEE ROAD, SUITE 150 and whose principal place of business is NORTHBROOK, ILLINOIS 80082 , page(s) as Document: and recorded in Book/Volume No. , COOK ILLINOIS described Records. State County No. (See Reverse for Legal Description) hereinafter as follows: Commonly known as 2011 HABBERTON AVENUE, PARK RIDGE, ILLIPUIS TOGETHER with the note or notes therein described or referred to, the mone due and to become due thereon with interest, STATE OF ILLINOIS J N MORTGAGE SERVICES On OCTOBER 5, 1998
(Date of Execution) before

and all rights accrued or to accrue under said Real Estate Mortgage.

COUNTY OF COOK

me, the undersigned a Notary Public in and for said County and State, personally appeared

JOANN C. MORSE

known to me to be the **PRESIDENT** 

BONNIE STIMM and

known to me to be WITNESS

of the corporation herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation: that said instrument was signed and scaled on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.

Notary Public S

My Commission Expires

County,

By: JOANN C. MORSE Its: PRESIDENT

By: Its:

OFFICIAL SEAL IAMES HOSMER MORSE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6-2-2001

(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

Rev. 08/17/95

DPS 171

28/50/CD 149M

Property of County Clerk's C SUBDIVISION OF THE NORTH I/2 OF THE SOUTHEAST I/4 OF SECTION." YOMNSHIP 41 NORTH, RANGE I2 EAST OF THE THIRD PRINCIPAL MERIDI TOT 73 IN BLOCK 2 IN L.R. MCDONALD'S PARK RIDGE NORTH, BEING A

RIDER - LEGAL DESCRIPTION

# UNOFFICIAL COP \$612326 Page 3 of 10

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 ahandons the Property, or does not a swer 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 month's 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 a 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 Lorge 2s good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security in 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 Borrover'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 faise 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 for 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 greements 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 dishursed 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 dishursement 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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or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering at or by mailing

prepayment charge under the Note.

payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct of the committed limit and the stimil beniming bebesed which exceeded permitted limit beniming the of loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge

and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not property under the terms of this Security Instrument; (b) is not property under the pay the sums Instrument but does not execute the Note: (a) is co-signing this Security Instrument och is prortgage, grant and convey that paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Corrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound, Joint and Several Liability, Co-agners. The covenants and agreements of this

exercise of any right or remedy.

successors in interest. Any forbestance by Lender in exercising any fight or remedy shall not be a waiver of or preclude the of the sums secured by this Security Instrument by reason of any deniand made by the original Borrower or Borrower's commence proceedings against any successor in inlerest or refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security Instrument franced by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or modification

postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, whether or not then due.

Lender is sulhorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums award or settle a claim for damages, Ecrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is abandoned by Sorroyer, or it, after notice by Lender to Borrower that the condemnor offers to make an

be applied to the same secured by the courity instrument whether or not the same are then due. taking, unless horrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall market value of the Property inclediately before the taking is less than the amount of the sums secured immediately before the before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair amount of the sums steared intractiately before the taking, divided by (b) the fair market value of the Property intractiately this Security Instruction that be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total-Security instrument in mediately hefore the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by and the or the Property immediately before the taking is equal to: greater than the amount of the sums secured by this whether or np. then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender. condennation or other taking of any part of the Property, or for conveyance in lieu of condennation, are hereby assigned and

 Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9, inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. the promiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay payments may no longer be required, at the option of Lender, it mortgage insurance coverage (in the amount and for the period he in effect. Lender will accept, use and retain these payments as a loss reserve in their of mortgage insurance. Loss reserve one-twelth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an atternate mortgage insurer approved by Lender. If obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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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 Porrower 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 of 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 godgment 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 of 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 at 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 Pote 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 nade. 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, laws of 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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Biweekly Payment Rider Planned Unit Development Rider Graduated Payerant Rider 1-4 Family Rider Condominium Rider X Adjustable Rate Klaer [Check applicable how(es)] the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. Security instruction at, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. without charge to Borrower. Borrower shall pay any recordation costs. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence. proceeding. Lender shift be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further (d) that failure to cure the default on or hefore the date specified in the notice may result in acceleration of the sums (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; SISSISI

Form 3014 9/90 W. COMMISSION EXP. DEC. 14,1999 NOTARY PUBLIC STATE OF ILLINOIS **LECHAFF** OHHOIVE SEVE Notery Public PP-41-61 respires: 19-41-99 Given under my hand and official seal, this free and voluntary act, for the uses and purposes therein set forth. THEIS as insmuritani bias odi beravilab bna bangia subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the (any person(s) whose name(s) JAMES R. KEMMEDY AND CYNTHIA SHEAHAN-KEMMEDY, HUSBAND AND WIFE a Motary Public in and for said county and state do hereby certify Cocnis ss: neworna8-(Seal) Rimesses: in any rider(s) executed by Borrower and coorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and Other(s) [specify] VA Rider Rate Improvement Rider Second Home Rider Balloon Rider

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### FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1ST day of JULY ,
, 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 "Porrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to
CENTURION FINANCIAL
GROUP, INC.
(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
1234 BLUE HILL TERRACE
NORTHBROOK, ILLINOIS 50082

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. 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.

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

#### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.8750 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as to hours: 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of AUGUST , and the adjustable interest rate I will pay way change on that

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX- Single Family -Fonnia Mae Uniform Instrument

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Initials: VMP MORTGAGE FORMS

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day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and 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 I year, as made evallable 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 C'arr ges

Before each Change Cate, 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 our 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 one 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 4.8739 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Onle by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.8750 %.

#### (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 the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective due of any change. The notice will include the amount of my monthly payment, any information required by raw to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

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#### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOW:

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 Porrower 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.

2. WHEN BORROWER'S INITIAL PLYED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION BI ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHELL BE AMENDED TO READ 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 intered) in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior vritten 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 prodicted by federal law as of the date of this Security Instrument. Lender also shall not exercise in 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.

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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. Botrower 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 invice 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 Fixed/Adjustable Rate Rider.

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		-Borrower
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(Seal) _	<u> </u>	(Seal)
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