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Cook County Recorder

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State of Illinois

71634 BANBELLINES-

#### MORTGAGE

FHA Case No.

1319040470/729

THIS MORTGAGE ("Security Instrument") is made on FEBRUARY 24TH, 1998 JUAN MICHEL, AN UNMARKIED PERSON

. The Mortgagor is

whose address is 2258 N KEDVALE, CHICAGO, IL 60639

("Borrower). This Security Instrument is given to MIDAMERICA FEDERAL SAVINGS BANK, which is diganized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1823 CENTRE POINT CIRCLE, P.O. BOX 3147, NAPERVILLE, IL 60566-7142 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED AND NO/100

Dollars (U.S. \$ 138,700.00 ). 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 onMARCH 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, warrant, grant and convey to Lender with power of sale the following described property located in COOK County, Illinois:

LOT 8 IN BLOCK 11 IN PAULING BELMONT AVENUE TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIAPL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 13271190270000 which has the address of  $_{\rm 2936~N}$  KILBOURN, CHICAGO

[Street, City],

Illinois

60641

[Zip Code] ("Property Address");

FHA ILLINOIS MORTGAGE

BOX 333-CTI

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Swhich: Letites inguies inguies in the period that Lender to the amounts and for the periods that Lender now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for 4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether

FILLY to late charges due under the Note.

Fourth, to smortization of the principal of the Note; and

Third to interest due under the Note;

hazard insurance premium, as required;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other Secretary instead of the monthly mortgage insurance premium;

First, to the monthly charge bremium to be paid by Lender to the Secretary or to the monthly charge by the follows:

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as

credited with any balance remaining for all installments form items (a), (b), and (c). Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrowar's account shall be not become obligated to pay to the Secretary, and Lender shall promptly refund any excers funds to Borrower. remaining for all installment items (a), (b), and (c) and any mortgage insurance premium intiallment that Lender has Borrower tenders to Lender the full payment of all such sums, Borrower's account sine it is credited with the balance

The Escrow Funds are phildged as additional security for all sums secured by this Security Instrument. If shortage as permitted by RESPA.

sufficient to pay the Escrow items when due, Lender may notify the Borrowsr and require Borrower to make up the shall deal with the excess funds as required by RESPA. If the amount offunds held by Lender at any time is not

If the amounts held by Lemes for Escrow Items exceed the amounts permitted to be held by RESPA, Lender amounts aue for the mongage insurance premium.

disbursements or disbursements before the Borrower's paymer or available in the account may not be based on from time to time ("RESPA") except that the custion or reserve permitted by RESPA for unanticipated Act of 1974, 12 U.S.C.\$ 2601 et sed. and implementing ret ulations; 24 CFR Part 3500, as they may be amended maximum amount that may be required for Borrower's es srow account under the Real Estate Settlement Procedures Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the

items are called "Escrow Items" and the sums raid to Lender are called "Escrow Funds," in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these or (ii) a monthly charge instead of a mundange bremium it this Security instrument is held by the Secretary, shall also include either; (i) a sum for the sormula mongage insurance premium to be paid by Lender to the Secretary, which such premium would have a ser required if Lender still held the Security instrument each monthly payment mortgage insurance premium to .ne Secretary of Housing and Urban Development ("Secretary"), or in any year in Property, and (c) premiums for it surance required under paragraph 4. In any year in which the Lender must pay a and special assessments levier to be levied against the Property, (b) leasehold payments or ground rents on the

payment, together will the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes 2. Monthly Farments of Taxes, insurance and Other Charges. Borrower shall include in each monthly interest on, the cert syldenced by the Note and late charges due under the Note.

1. Paymer, of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and

UNIFORM COVENANTS.

Borrower and Lender covenant agree as follows:

limited variations 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

to any encumbrances or record.

record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject mortgage, grant and convey the Property and that the Property is unencumbered except for encumbrances of BORROWER COVENANTS that Borrower is lewfully seized of the estate hereby conveyed and has the right to

covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property" appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements,

requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of fercelesure of this Security Instrument or other transfer of title to the Property that extinguishes the Indebtedness, all right title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, astablish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are payand Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonably waar and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. 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 the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied to the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the proceeds that amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
- 7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. It failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other 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, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

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Decause of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower's account current including, to the extent they are obligations of Borrower's account current including, to the extent they are obligations of expenses properly associated with the foreclosure costs and reasonable and customent by Borrower, this Security Instrument, to reclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of precedings within two years immediately preceding the commencement of a current commencement of precedings within two years immediately preceding the commencement of a current commencement of precedings within two years immediately preceding the commencement of a current commencement of a current commencement of a current

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and he Note are not determined to be eligible for insurance under the National Housing Activithin 60 days from it a vate hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security naturant. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date thereof, declining to insure this Security instrument and the Note shall be deemed conclusive proof or such ineligibility. Notwithstanding the Italia such insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

ecretary

(d) Regulations of HtID Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the clase of payment defaults, to require immediate, a yeyment in tull and foreclose if not paid. This Security instrument does not authorize acceleration or foreclosure if not permitted by regulations of the

(c) No Waiver. If circumstances occur that would permit I ender to require immediate payment in full, but Lender does not require immediate payment events.

secordaince with the requirements of the Secret 174.

(ii) The Property is not occupied by the ruchaser or grantee as his or her principal residence, or the purchaser or grantee are not been approved in

sold or otherwise transferred (other then by devise of descent), and

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is

the Secretary, require immediate payment in full of all sums secured by this Security Instrument it:

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341 (d) of the Gam-5t Germain Delocation (in titutions Act of 1982, 12 U.S.C. 17701-3(d)) and with the prior approval of the Gam-5t Germain Delocation (in titutions are secured by this Security Institution 11.

in this Security It, strument.

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained

prior to or an the due date of the next monthly payment, or

(i) Earlower defaults by failing to pay in full any monthly payment required by this Security Instrument

defaults, require immediate payment in full of all sums secured by this Security instrument it:

(a) Describe Lender may, except as limited by regulations issued by the Secretary in the case of payment

Grounds for Acceleration of Debt.

8. Fises. Lender may collect fees and charges authorized by the Secretary.

Borrower shall promptly discharge any lien which has priority over this Security instruments unless Borrower; (8) agrees in writing to the payment of the obligation secured by the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Any amounts disbursed by Lender under this Raragraph shall become an additional debt of Borrower and be

secured by this Security instrument. These amounts shall bear interest from the date of disbursement at the Note

foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9 (b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-rights this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (5) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and riv other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Porrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's addless stated herein or any 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.
- 14. 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.
  - 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. 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 Environment 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 Substances affecting Property is necessary, Borrower shall promptly take all necessary remendial actions in accordance with Environmental Law.

As used in this paragraph 16, "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 the Paragraph 16, "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 Jurther covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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Any 'application of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full. This sagignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full. It is content as the secure of the Property shall terminate when the debt shall in under Paragraph 9, Lender requires mediate permitted by applicable 1 ar. Lender shall shall seminate when the sulformer shall be spower of sale, and the spower of sale power of sale. Debter shall be spower of sale, be power of sale. Debter shall be spower of sale. The spowers of the sale including, but not limited to it has natural sale shall be spoked in the sale of the spower of sale. Security instrument shall be spoked in the sale of the Security instrument; and the spoke of the spoke of the spokes of the sale including, but not limited to, inspects of the spoke of the spoke of the spokes of the spoke of the spokes of the spoke of the spokes of the		u u	503)		
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sessignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.  18. Foreclosure Frocedure. If Lender requires immediate payment in full under Paragraph 9, Lender may	はておりに、「大幅では、東京では、「ここ」とはなかっては、ことはおし、東京では、おりてはなりです。 ここに 田田		"我们就是我们,我们就是一个一个,我们就是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	10 to	
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breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach	一直一门前门里,只要一个时间,只有一个一个个人,我们就没有一个人,这一个一个大概是我的人的,我也没有一个人的话,我们就不会不好。		The first of the control of the cont	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of

Eurower has not executed any prior assignment of the rents and has not and will not perform any act that would

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall be all tents of the rents of the rents of the Property; and (c) each tenant of the Property shall be all tents of the rents of the

prevent Lender from exercising its rights under this paragraph 17.

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STATE OF ILLINOIS,

B CAPESO

County ss:

a Notary Public in and for said county and state do hereby certify that

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that free and voluntary act, for the uses and purposes

signed and delivered the said instrument as

therein set forth.

Given under my hand and official seal, this

My Commission expires:

OFFICIAL SEAL JANE E SALAS

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPINES: 12/27/90

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THIS INSTRUMENT WAS PREPARED BY: KENNETH KORANDA 1823 CENTRE POINT CIRCLE P. O. BOX 3142 NAPERVILLE, IL 60566-7142

WHEN RECORDED RETURN TO: MIDAMERICA FEDERAL SAVINGS BANK 1823 CENTRE POINT CIRCLE P. O. BOX 3142 NAPERVILLE, IL 60566-1742

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Property of Coot County Clark's Office

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#### ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RAIF HIDER is made this 24TH day of FEBRUARY, 1998, and is incorporated into and shall be disemed to amend and supplement the Mortgage, of even date herewith, given by the undersigned (Mortgagor) to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith, to MIDAMERICA FEDERAL SAVINGS PANK ("Mortgagee"), covering the premises described in the Mortgage located at

2936 N KILBOURN , CHICAGO IL 60641

[Property Address]

Notwithstanding anything to the contrary set forth in the Mortgage, Mortgager and Mortgagee hereby agree to the following:

- 1. Under the Note, the initial stated interest rate of SIX per centum (6.000 %) per annum ("Initial Interest Rate") on the unpaid principal balance is subject to change, as hereinafter described. When the interest rate changes, the equal monthly installments of principal and interest also will be adjusted, as hereinafter provided, so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of the Note, at the new adjusted interest rate, over the remaining term of the Note.
- 2. The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of MARCH , 1999 , (which date will not be less than tivelve months nor more than eighteen months from the due date of the first installment payment under the Norg, and thereafter each adjustment to the interest rate will be made effective on that day of each succeeding year during the term of the Mortgage ("Change Date").
- 3. Each adjustment to the interest rate will be made based upon the following method of employing the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index"; the Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15 (519)). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any, as follows:
  - (a) The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
  - (b) TWO AND ONE HALF percentage points ( 2.500 %; the "Margin") will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentage point (0.125%). The rounded sum, of the Margin plus the Current Index, will be called the "Calculated Interest Rate" for each Change Date.

- (c) The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows:
  - (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, the Interest Rate will not change.
  - (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will be equal to the Calculated Interest Rate (subject to the maximum allowable change over the term of the Mortgage of five percentage points, in either direction, from the Initial Interest Rate, herein called "5% Cap")
  - (iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjurced interest rate will be equal to one percentage point higher than the Existing Interest Rate (subject to the 5% Cap).
  - (iv) If the Calculated Interest Rate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cap).
- (d) Notwithstanding anything contained in the Adjustable Rate Rider, in no event will any new adjusted interest rate be more than five percentage (5%) point higher or lower than the Initial Interest Rate. If any increase or decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to two percentage (5%) points higher or lower, whichever is applicable, than the Initial Interest Rate.
- (e) Mortgagee will perform the functions required under Subparagraphs 3(a), (b) and (c) to determine the amount of the new adjusted rate, if any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is a flusted.
- (f) If the index is no longer available, Mortgagee will be required to use any index, rescribed by the Department of Housing and Urban Development. Mortgagee will notify Mortgagor in writing of any such substitute index (giving all necessary information for Mortgagor to obtain such index) and after the ure of such notice the substitute index will be deemed to be the Index hereunder.
- 4. (a) If the Existing Interest Rate changes on any Change Date, Mortgagee will recalculate the monthly installment payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date, the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all prepayments on the Note have been taken into account), at the new Existing Interest Rate, in equal monthly payments. At least 25 days before the date on which a monthly payment at the new level is due, Mortgagee will give Mortgagor written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the monthly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the date the Adjustment Notice is given (ii) the Change Date, (iii) the current interest rate, (iv) the new Existing Interest Rate as arijusted on the Change Date; (v) the amount of the adjusted monthly installment payments, calculated as provided above, (vi) the Current Index and the date it was published, (vii) the method of calculating the adjustment to the monthly installment payments, and (viii) any other information which may be required by law from time to time.

(b) Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs at least twenty-five (25) days after Mortgagee has given the Adjustment Notice to Mortgagor. Mortgagor will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given by Mortgagee to Mortgagor until the first payment date which occurs at least twenty-five (25) days after Mortgagee has given a further Adjustment Notice to Mortgagor. Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be relieved of any obligation to pay, and Mortgagee will have forfeited its right to collect, any increase in the monthly installment amount (caused by the recalculation of such amount under Subparagraph 4 (a)) for any payment date occurring less than twenty-five (25) days after Mortgagee has given the applicable Adjustment Notice to Mortgagor.

- (c) Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) Mortgagee failed to give the Adjustment Notice when required, and (iii) Mortgagor, consequently, has made any monthly installment payments in excess of the amount which would have been set forth in such adjustment Notice ("Excess Payments"), then Mortgagor, at Mortgagor's sole option, may either (1) demand the return from Mortgagee (who for the purposes of this sentence will be deemed to be the mortgagee, or mortgagees, who received such Excess Payments, whether or not any such mortgagee subsequently assigned the Mortgage) of all or any portion of such Excess Payments, with interest thereon at a rate equal to the sum of the Margin and the Index on the Change Date when the Existing Interest Rate was so reduced, from the date each such Excess Payment was made by Mortgagor to repayment, or (2) request that all or any portion of such Excess Payments, together will all interest thereon calculated as provided above, be applied as payments against principal.
- 5. Nothing contained in this Adjustable Rate Rider will permit Mortgagee to accomplish an interest rate adjustment through an increase (or accrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected timeogh adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

BY SIGNING BELOW, Mortgagor accepts	s and agrees to t	he terms and covenants contained in thi	s Adjustable Rate
Mongagor JUAN MICHEL	(SEAL)	Mortgagor	(SEAL)
Mortgagor	(SEAL)	Mortgagor	(SEAL)
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