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151-3125324-748

LAWYERS TITLE INS. CORP. 7895 BROADWAY MERRILLVILLE, IN 46410

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

MORTGAGE

THIS MC	RTGAGE, made the	8
WENDY K	CHILDERS	

day of March

, between 1988

of the CITY

OF GARY

th

in the County of LAKE , and State of Indiana

(hereinafter with heirs, executors, administrators, and assigns called the mortgagor), and His/Her

MARGARETTEN & COMPANY, INC.

a corporation organized and existing under the laws of and authorized to the State of New Jersey do business in the State of Indiana (hereinafter with its successors and assigns called the mortgagee),

WITNESSETH: That whereas the mortgagor is justly indebted to the mortgagee for money borrowed in the principal sum of Thirty Thousand, Nine Hundred Eighty- Four and 00/100 Dollars (\$), as evidenced by a certain promissory note of even date herewith, the terms of 30.984.00 which are incorporated herein by reference, with interest from date at the rate of SEE ADJUSTABLE RATE RIDER

Nine Per Centum per centum (9

%), per annum on the unpaid balance until paid, the said principal and interest

to be payable at the office of

MARGARETTEN & COMPANY, INC.

One Ronson Road, in Iselin NJ 08830 or at such other place as the holder may designate in writing, in monthly installments of

and 42/100 Two Hundred Forty- Nine Dollars (\$), commencing on the first day of , and on the 249.42 May,

first day of each month thereafter until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced thereby, if not'sooner paid, shall be due and payable on the first day of

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the mortgagor, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note, above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the mortgagee, all the followingdescribed lands and premises, situated and being in the CITY and State of Indiana, to wit: in the County of LAKE

LOTS 25, 26 AND 27, BLOCK 7, HOSFORD'S PARK, AS SHOWN IN PLAT BOOK 4, PAGE 6, LAKE COUNTY, INDIANA.

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** SEE ADJUSTABLE RATE RIDER

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all plumbing, heating and lighting fixtures, and equipment now or hereafter attached to or used in connection with said premises,

AND THE MORTGAGOR FURTHER COVENANTS AS FOLLOWS:

1. That he will pay the indebtedness as provided in said note and this Mortgage; and that he is the owner of said premises in fee simple. Privilege is reserved to pay the debt in whole or in part on any installment due date.

INDIANA FHA MORTGAGE

HUD-92118M (12

- 2. That, in order more fully to protect the security of this Mortgage, he will pay to the mortgagee, together with, and in addition to, the monthly payments under the terms of the note secured hereby, on the first day of each month until the said note is fully paid, the following sums:
 - (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development, pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
 - (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments; and
 - (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the mortgagor each month in a single payment to be applied by the mortgagee to the following items in the order set forth:
 - (I) premium charge under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
 - (II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
 - (III) interest on the note secured hereby; and
 - (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage deed. In the event that any payment shall become overdue for a period in excess of fifteen (15) days, the mortgagor agrees to pay a "late charge" of four cents (4¢) for each dollar (\$1) so overdue, for the purpose of defraying the expense incident to handling the delinquent payment.

3. That if the total of the payments made by the mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the mortgagee for ground rents, taxes or assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the mortgagor, shall be credited on subsequent payments to be made by the mortgagor, or refunded to the mortgagor. If, however, the monthly payments made by the mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the mortgagor shall pay to the mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the mortgagor shall tender to the mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the mortgagee shall, in computing the amount of such indebtedness, credit to the account of the mortgagor all payments made under the provisions of (a) of paragraph 2 hereof which the mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) or paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the mortgagee acquires the property otherwise after default, the mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of said paragraph.

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4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and in default thereof the mortgagee may pay the same; and that he will promptly deliver the official receipts therefor to the said mortgagee.

5. That he will take reasonable care of the mortgaged premises, and the buildings thereon, and will maintain the same in as good repair and condition as at the original date of this Mortgage, ordinary depreciation excepted; and that he will commit

or permit no waste, and do no act which would unduly impair or depreciate the value of the property as security.

6. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss mortgagor will give immediate notice by mail to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That in case proceedings to foreclose this Mortgage are instituted, any sums necessarily expended for the continuation of the abstract of title to the above-described real estate, together with interest thereon at the rate set forth in the note secured

hereby, shall become a part of the debt secured by this Mortgage and shall be collectible as such.

8. That if default be made in the payment of any of the installments provided for in paragraph 2 hereof for taxes, assessments; fire and other hazard insurance, and mortgage insurance, or in the event of the failure of the mortgagor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, said mortgage may pay such taxes, assessments, mortgage and hazard insurance, make such repairs as in its discretion it may deem necessary properly to preserve the property and any sums so paid shall be a further lien on such premises under this Mortgage, payable forthwith, with interest at the rate set forth in the note secured hereby until paid.

9. That should the proceeds of the loan made by the mortgagee to the mortgagor, the repayment which is hereby secured, or any part thereof, or any amount paid out or advanced by the mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon said premises above described, or any part thereof, then the

mortgagee shall be subrogated to any additional security held by the holder of such lien or encumbrance.

10. That should any default be made in the payment of the installments provided for in paragraph 2 hereof, or in the performance of any other covenant in this Mortgage or in the note secured hereby, when the same is payable or the time of performance has arrived, as above provided, then all the remainder of the aforesaid principal sums with all arrearages of interest, and sums payable pursuant to the provisions hereof, shall, at the option of said mortgagee, become immediately payable, and the mortgagee shall have the right to foreclose this Mortgage, anything hereinbefore or in said note contained to the contrary notwithstanding, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

- 11. That should proceedings to foreclose this Mortgage be instituted, the mortgagee may apply for the appointment of a receiver (and the mortgagor hereby consents to the appointment of a receiver if there has been any default in the performance of any of the conditions of this Mortgage), and such receiver is hereby authorized to take possession of the real estate above described, collect any rental, accrued or to accrue, whether in money or kind, for the use or occupancy of said premises by any person, firm or corporation, or may let or lease said premises or any part thereof, receive the rents, income, and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge thereof, for the benefit of the mortgagee, pending the final decree in said proceedings, and during any period allowed by law for the redemption from any sale ordered in said cause, and said receiver may be appointed irrespective of the value of the mortgaged property or its adequacy to secure or discharge the indebtedness due or to become due or the solvency of the mortgagers. In the event of a default in any of the conditions of this Mortgage the mortgagee is also expressly given the right to take possession of and hold the mortgaged premises with or without process of law and collect the rents and profits therefrom, applying the same to the charges and payments due under the conditions of the Mortgage so long as a default shall continue, and such taking possession shall in no way waive the right of the mortgagee to foreclose this Mortgage because of a default.
- 12. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the note secured hereby remaining unpaid, are hereby assigned by the mortgager to the mortgagee and shall be paid forthwith to the mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

13. No sale of the premises hereby mortgaged and no forbearance on the part of the mortgagee or its assigns and no extension of the time for the payment of the debt hereby secured given by the mortgagee or its assigns shall operate to release, discharge, modify, change, or affect the original liability of the mortgagor herein either in whole or in part.

- 14. That any person, firm or corporation taking a junior mortgage, or other lien, upon said real estate, shall take the said lien subject to the rights of the mortgagee herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien and without the lien of this Mortgage losing its priority over any such junior lien.
- 15. That in the event the property pledged by this instrument is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness evidenced and secured by this instrument the mortgagee will be entitled to a deficiency judgment.
- 16. The mortgagor further agrees that should this Mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty (60) days' time from the date of this Mortgage, declining to insure said note and this Mortgage, being deemed conclusive proof of such ineligibility), the mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

SEE ADJUSTABLE RATE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL TERMS, COVENANTS AND CONDITIONS OF THIS MORTGAGE

It is specifically agreed that time is of the essence of this contract and that the waiver of any options, or obligations secured hereby, shall not at any time thereafter be held to be an abandonment of such rights. Notice of the exercise of any option granted to the mortgagee herein, or in the note secured hereby, is not required to be given. All sums payable herein shall be without relief from valuation and appraisement laws and with reasonable attorney's fees.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, The said mortgagor has hereunto set his/her/their hand(s) and seal(s)

this 8th	day of March 1988	
	- Lillindz - 27 - Children - L. WENDY K CHILDERS	-Borrower
		-Borrower
		-Borrower
this 8th	···	-Borrower
The form of this instrument was	prepared by the Office of the General Counsel of the Dee blank spaces in the form was inserted by or under the country of the Deep to the Deep t	he direction of
STATE OF INDIANA		700
COUNTY OF LAKE	ss:	
Before me, the undersigned,	CHRISTINE M. KIKKERT	, an official
of LAKE of March 1988 WENDY K CHILDERS,	County of the State of Indiana, on this , personally appeared	8th đay
	eal the day and year last above written.	ficial title) NOTARY PUBLIC
My commission expires 12-7-90 Received for record this o'clock \\M., and reco	day of orded in Mortgage Record at pages	at of the records of
	Recorder of	County, Indiana

63100975 FHA MORTGAGE RIDER

This Rider, dated the <u>8TH</u> day of <u>MARCH</u>, 19 <u>88</u>, amends the MORTGAGE of even date by and between wendy K. CHILDERS , the MORTGAGOR and MARGARETTEN AND COMPANY INC., the MORTGAGEE, as follows:

- 1. Subsection (a) of Paragraph 2 is deleted.
- 2. Subsection (c) (I) of Paragraph 2 is deleted.
- 3. In the third sentence of Paragraph 3, the words "all payments made under the provisions of (a) of paragraph 2 hereof which the MORTGAGEE has not become obligated to pay to the Secretary of Housing and Urban Development and" are deleted.
- 4. The fourth sentence of Paragraph 3 is amended by insertion of a period after". . . then remaining unpaid under said NOTE" and deletion of the remainder of the sentence.
- 5. Paragraph 16 is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the MORTGAGEES'S failure to remit the mortgage insurance premium to the Department of Housing and Urban Debelopment."

Borrower 7
WENDY K. CHILDERS

Borrower

RIDER TO MORTGAGE/DEED OF TRUST

THIS RIDER MADE THIS	8TH DAY (OF MARCH	, 19 88,
MODIFIES AND AMENDS THAT CE			
BETWEEN WENDY K. CHILDERS			
, AS MORTGAGOR, AND	MARGARETTEN & (CO., INC, AS MORTGAG	EE AS FOLLOWS:
THE MORTGAGEE SHALL, WITH TO R HIS DESIGNEE, DECLARE AL IMMEDIATELY DUE AND PAYABLE OTHERWISE TRANSFERRED (OTHER THE MORTGAGOR, PURSUANT TO MONTHS AFTER THE DATE OF A MORTGAGE/DEED OF TRUST, TO ACCORDANCE WITH THE REQUIRE	L SUMS SECURED IN IF ALL OR A PARTIES THAN BY DEVISE A CONTRACT OF SAME OF THIS PRIOR TRANSFER (A PURCHASER WHO)	BY THIS MORTGAGE/DEE RT OF THE PROPERTY IS E, DESCENTAGE OPERAT ALE EXECUTED NOT LAT MORTGAGE OR NOT LAT OF THE PROPERTY SUBJ SE CREDIT HAS NOT BE	D OF TRUST TO BE S SOLD OR - ION OF LAW) BY ER THAN 24 ER THAN 24 ECT TO THIS
		• .	
		Wendy	K. Childes_
		MORTGAGOR J	
		WENDY K. CHILDE	ERS ··
			• • • •
		MORTGAGOR	

X

ADJUSTABLE RATE RIDER

For use only with an Adjustable Rate Mortgage, Deed of Trust or Security Deed insured under section 203(b), 203(k) (first lien only) or 234(c) of the National Housing Act, using the Margin method.

63100975 151-3125324-748

151-3125324-748

THIS ADJUSTABLE RATE RIDER is made this 8th day of March

1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of even date herewith, given by

WENDY K CHILDERS,

("Mortgagor") to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith, to MARGARETTEN & COMPANY INC

a corporation organized and existing under the laws of the State of New Jersey ("Mortgagee"), covering the premises described in the Mortgage and located at 4595 ROOSEVELT PL, GARY, IN 46408

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

1. Under the Note, the initial stated interest rate of

Nine Per Centum

per centum (9 %) 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

July, 1989 (which date will not be less than twelve months nor more than eighteen months from the due date of the first installment payment under the Note), 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 Per Centum
 percentage points (2 %; 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 the "5% Cap").
 - (iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted 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 this Adjustable Rate Rider, in no event will any new adjusted interest rate be more than five percentage (5%) points 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 five 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 adjusted.
 - (f) The method set forth in this paragraph 3 of this Adjustable Rate Rider, for determining whether or not an adjustment must be made to the Existing Interest Rate incorporates the effects of the provisions of 24 CFR 203.49(e)(1) and 234.79(e)(1) which requires that changes in the Index in excess of one percentage point must be carried over for inclusion in adjustments to the Existing Interest Rate in subsequent years.
 - (g) If the Index is no longer available, Mortgagee will be required to use any index prescribed 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 date 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 matur-

ity 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. On or before the Change Date, 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 new Existing Interest Rate as adjusted on the Change date, (iv) the amount of the adjusted monthly installment payments, calculated as provided above, (v) the Current Index, (vi) the method of calculating the adjustment to the monthly installment payments, and (vii) 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 thirty (30) 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 thirty (30) 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 the 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 occurring less than thirty (30) 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 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 with 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 decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

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

	Mc	ortgag	or
IlMOS/MUE)	WENDY K SCHILDERS		. S
DEBRA L.MICK		L.	. S
		L.	.s
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