Prepared by and Return to: Homeowners Mortgage Corporation Attn: PAM 1001 LaBore Industrial Court Suite E

Vadnais Heights Minnesota 55110



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## **CORRECTED** ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

MICKI UTSLER RECORDER MADISON COUNTY, 10WA

THIS ADJUSTABLE RATE RIDER is made this 7th incorporated into and shall be deemed to amend and supplement the Instrument") of the same date given by the undersigned (the "Borrow to First Federal fish	day of November, 2002, and is the Mortgage, Deed of Trust, or Security Deed (the "Security Per") to secure Borrower's Adjustable Rate Note (the "Note")
"Lender") of the same date and covering the property described in	the Security Instrument and located at:
3225 260th Lane, St. Charles, IA 50240	See Modification Record 2002-5702 Recorded on November 20, 2002
[Property Ad	lress]
THE NOTE CONTAINS PROVISIONS AL INTEREST RATE AND THE MONTHLY P	AYMENT. THE NOTE LIMITS THE
AMOUNT THE BORROWER'S INTEREST TIME AND THE MAXIMUM RATE THE B	
and Lender further covenant and agree as follows:	ts and agreements made in the Security Instrument, Borrower
A. INTEREST RATE AND MONTHLY PAYMENT	CHANGES

rate and the monthly payments as follows:

The Note provides for an initial interest rate of  $\frac{7.25}{}$ \_\_\_%. The Note provides for changes in the interest

# 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

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

## (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding ive percentage points (5.00 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

The interest rate I am required to pay at the first Change Date will not be greater than 9.25 or less than 5.25 %. Thereafter, my interest rate will never be income. \_%. Thereafter, my interest rate will never be increased or decreased on any single Change Date 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 13.25 %.

## (E) Effective Date of Changes

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

(F) Notice of Changes

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

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

Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

Breston Wilmen	(Seal)
Preston Wilmes	-Borrower
Rhebe K wilne	(Seal)
Rheba Wilmes	-Borrower

### OHIO ON-TIME PROGRAM ARM RIDER TO THE "SECURITY INSTRUMENT"

	of November ,	
and is incorporated into and shall be deemed to amend and supplement the Mortgage, D	eed of Trust, or Security Deed	
(the "Security Instrument") dated the same date as this Rider given by the undersigned (the "Bor Adjustable Rate Note (the "Note") to First Federal fish (the "Lo	rower") to secure Borrower's	
	ender") covering the Property	
described in the Security Instrument and located at: 3225 260th Lane, St. Charles, IA 50240		
3225 260th Lane, St. Charles, IA 50240		
[Property Address]		

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

## OHIO ON-TIME PROGRAM MARGIN PERCENTAGE REDUCTION

As set forth in Section 4 of the Note, Borrower has agreed to future interest rate and monthly payment amount changes. Prior to each Change Date, changes in the rate of interest Borrower agrees to pay are determined by adding a specified percentage (the "Margin") to the Current Index, and rounding the calculation to the nearest one-eighth of one percentage point (the "Note Rate").

- 1.1 If Borrower has a 1 to 1 or 2 to 1 Adjustable Rate Mortgage (ARM) Loan, and if on either the second, third or fourth anniversary of the date of the Note (each being an "Anniversary Date") Borrower has demonstrated a fourth anniversary of the date of the Note (each being an "Anniversary Date ) Borrower has demonstrated a Good Payment History, as defined below, Lender will decrease the Margin on the Note by one (1.00) percentage point and the Note Rate will be adjusted pursuant to Section 4 of the Note using the Current Index. The new Margin and Rate will take effect on the earliest Anniversary Date on which Borrower has demonstrated a Good Payment History ("Margin Reduction Date"). The new Margin will be used in determining all future interest rates and monthly payment amounts. Beginning with Borrower's first monthly payment after the Margin Reduction Date, Borrower will pay the new monthly payment amount until the next scheduled Change Date where upon the Note Rate and payment amount will be adjusted as set forth in Section 4 of the Note.
- 1.2 If Borrower has a 3 to 1 Adjustable Rate Mortgage (ARM) Loan, and if on either the second, third or fourth anniversary of the date of the Note (each being an "Anniversary Date") Borrower has demonstrated a Good Payment History, as defined below, Lender will decrease the Margin on the Note by one (1.00) percentage point. The new Margin and Rate will take effect on the earliest Anniversary Date on which Borrower has demonstrated a Good Payment History ("Margin Reduction Date"). If the Margin Reduction Date occurs on the second Anniversary Date, the Note Rate and Monthly Payment will be reduced effective as of the Margin Reduction Date. Date. The new Margin will be used in determining all future interest rates and monthly payment amounts. Beginning with Borrower's first monthly payment after the Margin Reduction Date, Borrower will pay the new amount as the monthly payment until the next scheduled Change Date as set forth in Section 4 of the Note. If the Margin Reduction Date occurs on the third or fourth Anniversary Date, the Note Rate will be adjusted using the new Margin and the Current Index, pursuant to Section 4 of the Note. In any event, Borrower will pay the new monthly payment amount until the next scheduled Change Date where upon the Note Rate and payment amount will be adjusted as set forth in Section 4 of the Note.

### GENERAL TERMS:

The following provisions apply to 1 to 1; 2 to 1; and 3 to 1 ARM Loans in connection with the OHIO On-Time

- 2.1 Borrower will be deemed to have demonstrated a "Good Payment History" at an Anniversary Date if Borrower:
  - (a) has made each of the then most recent 24 consecutive monthly payments, prior to such Anniversary Date, in accordance with the Note and Security Instrument before the date the next payment was due; and
  - (b) has never made a payment more than 90 days after the date it was due under the Note.
- 2.2 If Borrower has a Good Payment History as of the second, third or fourth Anniversary Date, Lender will notify Borrower in writing that the Margin will be decreased. Lender will decrease Borrower's Margin only one time during the term of the loan. Notwithstanding anything to the contrary contained herein, all adjustments to the Note Rate at each interest Change Date are subject to the limits set forth in Section 4(D) of the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this OHIO On-Time Program Rider.

November 7, 2002	Prieter Wilmes	(SEAL
(DATE)	Preston Wilmes	(BORROWER)
November 7, 2002	Pheba Wilner	(SEAL
(DATE)	Rheba Wilmes	(BORROWER)