

513615

State of Iowa

# Mortgage

161-1245056-703

19th day of October , A.D. 19 38 , between DENNIS G. CHASE This Name made this AND JUDITH M. CHASE, HUSBAND AND WIFE of the County of MARKEON and the State of Iowa, hereinafter called the Mortgagor, and MADISON

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY

THE STATE OF IOWA corporation organized and existing under the laws of 711 HIGH STREET, DES MOINES, IOWA 50309 having its principal place of business and post-office address at

, hereinafter called the Mortgagee: Witnesseth: That the Mortgagor, in consideration of FORTY NINE THOUSAND NINE HUNDRED TWENTY TWO 49, 922.00), the receipt whereof is hereby acknowledged, does, by these presents, Sell and Convey Dollars (\$ MADISON unto the Mortgagee, forever, the following-described real estate situated in the County of . State of lowa, to wit:

A PARCEL OF LAND DESCRIBED AS THE EAST 268.0 FEET OF THE NORTH 659.8 FEET OF THE SOUTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION NINE (9), IN TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, CONTAINING 4.0594 ACRES INCLUDING 0.9421 ACRES OF COUNTY ROAD RIGHT-OF-WAY

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COMPUTE

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MARY E. WELTY RECORDER MADISON COUNTY 10WA

Fee \$40.00

including all buildings and improvements thereon, or that may hereafter be erected thereon, and, so far as they now are or may hereafter belong to or be used with said real estate or buildings thereon and whether attached or detached, all elevators, all gas, steam, electric, or other heating, lighting, plumbing, ventilating, sprinkling, irrigating, water and power systems, appliances, fixtures and apparatus, all storm and screen windows and doors, and all other fixtures; together with all rents, issues and profits thereof until the debt secured hereby is paid in full, as well as all the reversion and reversions, remainder and remainders, hereditaments, appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining.

And the Mortgagor hereby covenants that he is seized of the said premises in fee simple, and that he has good right to sell and convey the same; that the premises are free from all encumbrances and that he will warrant and defend the title to the same unto the Mortgagee against the lawful claims of all persons whomsoever.

Conditioned, However, That if the Mortgagor shall pay or cause to be paid to the Mortgagee, as is provided in a certain premissory note of even date herewith, the terms of which are incorporated herein by reference, the principal sum of THOUSAND NINE HUNDRED TWENTY TWO AND 00/100

NINE AND 00000/100000 SEE 00000 49,922.00 , with interest from date at the rate of PRINCIPAL per annum on the balance remaining from time to time unpaid, principal and interest being payable at the office of MUTUAL LIFE INSURANCE COMPANY ... DES MOINES, IOWA

place as the holder of the note may designate in writing, in monthly installments of SEE ADJUSTABLE RATE RIDER

FOUR HUNDRED ONE AND 69/100

\*\*Dollars (\$ 401.69) commencion on in

, 19 8 Band on the first day of each month thereafter until the principal DECEMBER and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due

and payable on the first day of NOVEMBER , 20 18, and shall also fully perform all the covenants, conditions and terms of this mortgage, then these presents shall be void, otherwise to remain

#n#faibforesanabileer Rate Rider

This form is used in connection with Mortgages insured under the one-to-fourfamily programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203 (b) and (i)) in accordance with the regulations for those programs.

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HUD-92119M.1 (5/85 Edition) 24 CFR 203.17/a

Reprinted 4-86

#### The Mortgagor Covenants and Agrees That:

- 1. He will pay the principal of and the interest on the indebtedness evidenced by the note secured hereby, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.
- 2. In order more fully to protect the security of this mortgage, together with, and in addition to, the monthly payments of principal and interest under the terms of the note secured hereby, he will pay to the Mortgagee on the first day of each month until the note is fully paid the following sums:
- (a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) 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, before the same become delinquent; and
- (b) All payments mentioned in the preceding subsection 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) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) 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. The Mortgagor agrees to pay a "late charge" not to exceed four cents (4¢) for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments in the said of the said
- 3. If the total of the payments made by the Mortgagor as hereinabove in subsection (a) of paragraph 2 provided, shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes and 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 such subsection shall not be sufficient to pay ground rents, taxes and assessments or 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 sucle ground rents, taxes and assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions (24.4) of the note secured hereby, full payment of the entire indebtedness represented thereby, the said Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds

- accumulated under the provisions of subsection (a) of such paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby of 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 such subsection (a) of paragraph 2 as a credit against the amount of principal then remaining unpaid under the note.
- 4. He will pay all ground rents, taxes and assessments, i general, local or special (except the Federal and State income (taxes) for the payment of which provision is not otherwise made herein, which may be imposed upon said land, premises or property or upon the Mortgagee's interest therein, or upon this mortgage, or upon the said debt or other sums hereby secured; expressly waiving and renouncing hereby any and all right to discharge the debt or any sums hereby secured or any part hereof by the payment of any such ground rents, taxes or assessments; without regard to any law heretofore enacted or which may hereafter be enacted imposing payment of the whole or any part thereof upon the Mortgagee. He will not suffer or permit any such ground rents, taxes or assessments to become or remain delinquent on said premises or any part thereof, or any interest therein to be sold for any ground rents, taxes or assessments. He will furnish annually to the Mortgagee, prior to the date when they would become delinquent, certificates or receipts of the proper officer showing full payment of all such ground rents, taxes and assessments.
- 5. He will keep the improvements now existing or hereafter erected on the mortgaged premises, 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 it may require and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in:form@ acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the 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 debt 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.
- 6. Upon his failure to pay ground rents, taxes and assessments, or to make payments on account thereof, or to furnish certificates or receipts therefor, or to make payments on account of insurance premiums, all as herein before provided, the Mortagee may procure such insurance, pay such ground rents, taxes and assessments, redeem the property from any tax sale and procure certificates or receipts; and the Mortgagor shall within ten (10) days pay to the Mortgagee all sums which it may have so paid or become obligated to pay, together with interest at the rate set forth in the note secured hereby from the date of such payment; and same shall be secured by this mortgage.

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- 7. He will keep the property in as good order and condition as it now is and will not commit or permit any waste thereof, reasonable wear and tear excepted.
- 8. He will pay to the Mortgagee within ten (10) days all sums, including costs, expenses and reasonable agents' and attorneys' fees which it may expend or become obligated for in any proceedings, legal or otherwise, to establish or sustain the lien of this mortgage or its priority; or in defending against liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto. He will pay a reasonable attorneys' fee in connection with any suit to enforce or to foreclose this mortgage, or to recover any sums secured hereby, including all costs and expenses, with interest upon all such sums at the rate set forth in the note secured hereby from the date the same were paid; and the payment of said sums and interest shall be secured by this mortgage.
- 9. Upon maturity of said debt or other sums secured hereby, whether in course or otherwise as hereinbefore provided, the Mortgagee shall have the right to enter into and upon the premises hereinbefore conveyed and take possession thereof or to appoint an agent or trustee for collection of the rents, issues and profits thereof; and the net income, after allowing a reasonable fee for the collection thereof, and management of the property, may be applied to the payment of taxes, insurance premiums and other charges against the property, or in reduction of the debt or other sums secured hereby; and the rents, issues and profits are hereby specifically pledged to the payment of the debt hereby secured and of all other obligations, which may accrue under the terms of this mortgage.
- 10. He further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 30 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 30 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. This option may not be exercised by the mortgagee when the ineligibility for insurance under the National Housing Act is due to the mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.
- 11. If default shall be made in the payment of the note secured hereby or any part of the interest thereon promptly on maturity, or if there shall be a failure to comply with any and every condition of this mortgage, then the note, and the whole of the indebtedness secured by this mortgage, including all payments for ground rents, taxes, assessments or insurance premiums, shall, at the option of the Mortgagee, become due and collectible at once by foreclosure or otherwise and without notice of broken conditions; and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at the request of the Mortgagee, appoint a receiver to take immediate possession of said property and of the rents and profits accruing therefrom, and to rent the same as he may deem

\* (1 1700 1210

best for the interest of all parties concerned, and shall be liable to account to the Mortgagor only for the net profits, after application of rents, issues and profits upon the cost of the expense of receivership and foreclosure and the indebtedness, charges and expenses hereby secured and herein mentioned.

- 12. If the note and mortgage, or either of them, shall be placed in the hands of an attorney for collection of foreclosure, or other legal proceedings, the Mortgagor will pay a reasonable attorney's fee for any service rendered by an attorney in connection herewith, and all expenses incurred in procuring abstracts of the title for purposes of the foreclosure suit, and such attorney's fees and expenses, shall be considered as part of the indebtedness secured by this mortgage and collectible accordingly.
- 13. Failure of the Mortgagee to exercise any option granted herein shall not be deemed a waiver of his right to exercise such option at any other time.
- 14. 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 consideration from such acquisition, to the extent of the full amount of the 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 last installment of such indebtedness.

It is further agreed, under Chapter 628, Code 1966, as amended, that in the event of the foreclosure of this mortgage and in the event of the finding by court decree in such foreclosure that the real estate hereinabove set out has been abandoned by the owners and persons personally liable under the mortgage at the time of foreclosure and in the event the mortgage waives any right to a deficiency judgment against the mortgagor or his successors in interest, then the period of redemption from foreclosure sale will be reduced to sixty (60) days, subject to the other provisions of the above-referenced law as amended.

It is further agreed that in the event of the foreclosure of this mortgage and sale of the property by sheriff's sale in said foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of lowa shall be reduced to 6 months, provided the Mortgagee waives in said foreclosure proceedings any rights to a deficiency judgment against the Mortgagor which may arise out of the foreclosure

The signing of this mortgage and the note secured hereby by the spouse of the owner is not only for the purpose of releasing dower or distributive share, but also for the purpose of creating a personal liability for the indebtedness evidenced by said note and secured by this mortgage.

If more than one joins in the execution hereof as Mortgagor, or any be of the feminine sex, the pronouns and relative words herein used shall be read as if written in the plural or the feminine respectively. The covenants herein contained shall bind, and the benefits and advantages inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

SEE RIDER(S) OF EVEN DATE HEREWITH	HEIR hand(s) the day and year first above written. ATTACHED HERETO AND BY REFERENCE MADE
PART OF THIS MORTGAGE/DEED OF TRUST	· Do incolled
	DENNIS G. CHASE
The Restriction of the Control of th	<u> </u>
( %	Judith M Chase
And the second s	JUDITH M. CHASE
State of lows  County of POLK  On this 19th day of October A  before me, a Notary Public in and for	County, State of
Iowa, personally appeared DENNIS G. CHASE AND	JUDITH M. CHASE, HUSBAND AND WIFE  / .to me known to be the person(s) named and who executed the
	ed the same as
and deed THEY	Mildred H. Mounto
Notary	y Public in and for sand County
State of Iowa  County of this instrument MAD J. School the 19 day of Oct A.D. 19 88	at 3:07 o'clock P M., and duly recorded in
	at Page 444
	Mary E. Welly
County	) Recorder
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### RIDER TO MORTGAGE/DEED OF TRUST - FHA

This Rider supplements and amends the Mortgage/Deed of Trust of even date herewith by and between Principal Mutual Life Insurance Company as Mortgage/Beneficiary and DENNIS G. CHASE AND JUDITH M. CHASE, HUSBAND AND WIFE

as Mortgagors/Grantors, and this Rider is incorporated in and by reference made a part of the aforesaid Mortgage/Deed of Trust, as follows:

The Mortgagee shall, with the prior approval of the Federal Housing Commissioner, or his designee, declare all sums secured by this mortgage to be immediately due and payable if all or part of the property is sold or otherwise transferred (other than by devise, descent or operation of law) by the Mortgagor, pursuant to a contract of sale executed not later than 12 months after the date on which the mortgage is endorsed for insurance to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,	Mortgagors/Grantors	have executed this Rider this 19th day of
October	, 19	
	_	Dennis G. CHASE
	· · · · · · · · · · · · · · · · · · ·	Judith m Chase
		JUDITH M. CHASE

FF 1636-1 (owner occupant

### **IOWA MORTGAGE RIDER**

٦	his	Ride	r, dated	the	9th	day of _	Octol	er	_, 19_8	<u>88</u> , a	mends	the M	ortga	ge of	even
date	by	and	betweer	Denni	s G.	Chase	and	Judit	h M.	Chase	, husl	oand.,	the M	Mortga	gors,
and	Prir	ncipal	Mutual	and will Life Insur	rance	Compa	ıny, ar	n Iowa	Corpo	ration, t	he Mor	tgagee	, as	follows	s:

- 1. In Paragraph 1, the second sentence which reads as follows is deleted:
  - "Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment."
- 2. Paragraph 1 is amended by the addition of the following:
  "Privilege is reserved to pay the debt, in whole or in part, on any installment due date."
- 3. Each of the undersigned understand that Homestead Property is in many cases protected from the claims of creditors and exempt from judicial sale. By signing this contract (as part of our mortgage), each of us voluntarily give up our respective rights to this protection for this property with respect to claims based upon this contract.

IN WITNESS WHEREOF, Dennis G. Chase and Judith M. Chase
na <u>ve</u> set <u>their</u> hand(s) and seal(s) the day and year first aforesaid  Dennis G. Chase
STATE OF IOWA )  SS.  COUNTY OF POLK )  SS.
On this 19th day of October , A.D. Nineteen Hundred and <u>Eighty-eight</u>
before me, a Notary Public in and for Polk County, State
of lowa, personally appeared Dennis G. Chase and Judith M. Chase, husband and wife
to me known to be the person(s) named and who executed the foregoing instrument and acknowledged
thatthey executed the same astheir voluntary act and deed.
Motary Public in and for said County

COMMISSIE 1990

FF 1497-3

## 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.

THIS ADJUSTABLE RATE RIDER is made this		October	, 19 88,
and is incorporated into and shall be deemed to amend			
("Mortgage"), of even date herewith, given by the under ("Note"), of even date herewith, to	signed (''Mortgagor''	) to secure Mortgagor's Adiu	stable Rate Note
("Note"), of even date herewith, to		3 ' R'O Y ' 7 '2 ' F'A R'I' H'A'M'.	("Mortgagee?"),
covering the premises described in the Mortgage and 1	ocated at		

Notwithstanding anything to the contrary set forth in the Mortgage, Mortgagor and Mortgagee hereby agree to the following: NINE = AND = 0.0000011000000

- 1. Under the Note, the initial stated interest rate of ...... per centum (... 9.00%) 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.
- 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").

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  - (b) ...... percentage points (....2..00%; 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 percent 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 require 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.

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- (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. 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 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 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 purpose 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

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

Mortgagor

(Seal) Mortgagor

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