ISB #1106384

(Space Above This Line For Recording Data)

MORTGAGE (2)349672

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 26TH 90 The mortgagor is RONALD S. KLECKA AND DAWN E. KLECKA, HUSBAND AND WIFE

INVESTORS SAVINGS BANK, F.S.B., ITS SUCCESSORS ("Borrower"). This Security Instrument is given to AND/OR ASSIGNS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA MINNETONKA FINANCIAL CENTER, 10801 WAYZATA BOULEVARD, SUITE 300 , and whose address is

MINNETONKA, MINNESOTA 5.343
Borrower owes Lender the principal sum of \*ONE HUNDRED EIGHT THOUSAND AND NO/100 ("Lender").

Dollars (U.S. \$108,000.00 \*\*\*\*\*\*\* ). 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 OCTOBER 1ST, 2020 . This Security Instrument paid earlier, due and payable on secures to Lender: (a) the repayment of the deat evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, vith ir erest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borre, and covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property County, Illinois: located in COOK

LOT 17 IN BLOCK 6 IN ARTHUR T. MCINTOSH AND COMPANY'S DES PLAINES HEIGHTS A SUBDIVISION OF BLOCK 10 IN NORRIE PARK A SUBDIVISION OF THE NORTH PART (EAST OF RAILROAD) OF THE SOUTH EAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THAT PART LYING EAST OF THE RAILROAD AND SOUTH OF NORRIE PARK AFORESAID OF THE NORTH HALF OF THE SOUTH EAST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THAT PART WEST OF DES PLAINES ROAD OF THE NORTH HALF OF THE SOUTH WEST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 16, 1919 AS DCCUMENT NUMBER 6647601 IN COOK COUNTY, ILLINOIS.

09-21-303-021-0000

90494537

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which has the address of

Illinois

1640 WHITCOMB AVENUE

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 Amended 5/87

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by agent or by judicially y and to collect the rents applied first to payment receiver's fees, premiums rity instrument.	sale, Lender (in person, and manage the Property or or the receiver shall be uding, but not limited to, ims secured by this Secu- ity instrument, Lender s	Ollowing Judicial Ake possession of Collected by Lende Collected by Lende Collected by Lendersi	noindmaban 10 Sinoquitanes c Sura rents Sura rents Sura rents Sura rents	boirag vas 10. notisti 1. baltinas od Ilsae (19 1. sag ason gribulani 1. gribulas ambus 1. bidanosaan bas san	gxa ant. ot. toing /iasat_bainioggg viragoinffantilo n to atsot ant to n to atsot ant to
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agraphs 13 and 17 unless inced to cure the default; fault must be cured; and acceleration of the sums sceleration of the non-ceeding further proceeding the non-ceeding full of all sums secured to by judicial proceeding.	for on acceleration following prior, to acceleration under particular (b) the action requirement; by which the delibe may result in the notice may result in the total of the Property, and sale of the Property, and sale of the Property, in the foreclosure. If the interiment in this Security Instrument to this Security Instrument in this Security instrument in this Security instrument.	ionq lon, lud) inoi John (ii) (ii) de Secilis glacilis de Inoiseascal le Secilis de Secilis de Seci	invirity invirenting of the invited and the invited in	Tagreement in inisis or agreement in inisis on inin	mensovovana jo- daplicable (a) (b) (d) (d) (d) (d) (d) (d) (d) (d) (d) (d
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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

3. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. 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 lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Horrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fuir market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Linder is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the

Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lende, and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not a leased; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the compression 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 successors 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.

11. Successors and Assigns Borrow Joint and Several Liability; Co-signers. The covenants and agreements of this

11. Successors and Assigns Bo. of Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and beneat the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agree ments shall be joint and several. Any Borrower who co-signs 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; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with a grant to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Secrity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums are dy collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified or the second paragraph of paragraph 17.

14. 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 Borrower designates by notice to Len ler. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security instrument shall be governed by federallar and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument

and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower it all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument, and the obligations, secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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requesting payment.

from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest

appearing in court, paying reasonable attorneys! fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by Property: Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender's tights in the the Property and Lender's rights in the and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants

and fee title shall not merge unless Lender agrees to the merger in writing. Borrower shall comply with the provisions of the lease, and it Borrower acquires fee title to the Property, the leasehold change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

6. Preservation and Maintenance of Property; Leaseholds, Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Uninderparagraph 19 the Property's secquired by Lender, Borrower's right to any insurance policies and proceeds resulting Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principa, anall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments.

when the notice is given. the Property or to pay sums secured by this Security Instrument, whether or not then due. The 20 day period will begin Offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore of the Property damaged, if the restoration or repair is economically feasible and Lencer's security is not lessened. If the restoration or repair is not economically leasible or Lender's security would be lessened, no insurance proceeds shall be sapplied to the sums secured by this Security linstrument, whether or not then due, with any keess paid to Borrower. If applied to the sums secured by this Security insurance, within 30 days a notice from Lender that it is insurance carrier has sufficient the form Lender that it is insurance carrier has before the form Lender that it is insurance carrier has secured to be a secured by this security in the lender that it is insurance carrier has been secured to be sufficient to be sufficient to the security the security in the secured to be sufficient t \*Unless\*Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

of paid premiums and renewal notices in the event of loss, Borrower shall givi p ompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower. shall have the right to hold the policies and receives. Bottower shall promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

insured against loss by fire, hazards included within the term "exter.d a coverage" and any other hazards for which Lender requires insurance. This insurance shall be insurance in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Let der's approval which shall not be unreasonably 5. Hazard Insurance. Borrower shall keep the improvem are now existing or hereafter erected on the Property

days of the giving of notice. part of the Property is subject to affich which may stiain or orty over this Security Instrument, Lender may give Borrower and some of the actions set forth above within 10 and or more of the actions set forth above within 10 lien an agreement satisfactory to Lender subordinating of this Security Instrument. If Lender determines that any good faith the lien by, or defends against enforce in it of the lien in, legal proceedings which in the Lender's opinion operate for prevent the enforcement of the lien or lorieiting or its part of the Property; or (c) secures from the holder of the agrees in writing to the payment of the obligat or secured by the ilen in a manner acceptable to Lender; (b) contests in Borrower shall promptly discharge any if a which has priority over this Security Instrument unless Borrower: (a)

evidencing the payments. of stime directly to the person owed be mounts to be payments directly. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrowe, mak s these payments directly, Borrower shall promptly furnish to Lender receipts the Note; third, to amount, sayable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens; Borrt vershall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority of erithis Security instrument; and leasthold payments or ground rents, if any. Borrower shall pay them shower colligations in the manner, Borrower shall pay them

paragraphs f and 2 shan be policed; first, to late charges due under the Note; second, to prepayment charges due under

Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

any Funds hold or l'ender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no line of application, or a credit against the sums secured by this Security Instrument. In credit against the sums secured by this Security Instrument, as credit against the sums secured by this Security Instrument, as credit against the sums secured by this Security Instrument, and Punds help the sums of a following the sums of the sum of the sum of the sum of the sums of the sum of th

If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any a, yount necessary to make up the deficiency in one or more payments as required by Lender. Upon pay ent in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. to the dues of the escrowlicms, shall exceed the amount required to pay the escrow items when due, the excess shall

be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and the funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument, was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior the future future monthly payments of Funds payable prior the future future future monthly payments of Funds payable prior the future fut shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not by Lender in connection with Borroyer's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest Lender pays Borrower interest on the Funds applicable law permits Lender to make such a charge. A charge assessed Lender may not charge for holding and applying the flunds, analyzing the account or verifying the escrow items, unless The Funds shall be held in an institution the deposits of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

current data and reasonable estimates of future escrow items. léaschold payments or ground rents on the Property it any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any; These items are called "eserow items." Lender may estimate the Funds due on the basis of

equal to one twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") Punds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall principal of and interest on the debi evidenced by the Note and any prepayment and late charges due under the Note. I BAUGUI OF FINCIPAL BOLLOWER and Length Coverant and agree as follows:

Loan Number ISB #1106384

#### OCCUPANCY RIDER TO SECURITY INSTRUMENT

FOR VALUE RECEIVED, the undersigned ("Borrower") agrees that the following provisions shall be incorporated into the Security Instrument (which may be a deed of trust, mortgage, security deed or other security instrument) as well as the Promissory Note of the same date which is secured by said Security Instrument. During such time that the provisions of said Security Instrument or Promissory Note, the provisions of this Rider shall prevail and shall supersede any such inconsistent provisions.

If the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), or any other third party buys all or some of Lender's rights under said Security Instrument and Promissory Note, this Rider will no longer have any lorce or effect. If, thereafter, FHLMC, FNMA, or any other third party should transfer said Security Instrument and Promissory Note to Lender or Lender's successor in interest or assigns, the provisions of this Rider shall thereupon be reinstated.

#### OWNER-OCCUPANCY REQUIREMENT

As an inducement for Lender to make the loan secured by the Security Instrument, Borrower has agreed to:

- (1.) occupy, as Porrower's primary residence, the real property commonly known as 1640 WEITCOMB AVENUE, DES PLAINES, ILLINOIS 60018 ("Real Property") within 30 days of the date the Security Instrument is recorded and
- (2.) continue to occupy said Real Property through the one-year anniversary date of the recordation of the Security Instrument. Lender may waive this one-year occupancy requirement if Lender, in its soly a scretion, determines that Borrower falled to meet this requirement for reasons beyond his at par control.

Borrower acknowledges that Lender would rot have agreed to make the loan if the Real Property were not to be owner-occupied and that the interest rate set forth on the face of the Promissory Note, as well as other terms of the loan, were determined as a result of Borrower's representation that the Real Property would be owner-occupied.

Borrower lurther acknowledges that, among other things, purchasers of loans (including agencies, associations and corporations created by the federal and state governments for the purchases of loans) typically require that properties securing loans acquired by such purchasers be owner occupied, and will reject loans for which the security properties are not own ar-occupied; the risks involved and the costs of holding and administering a loan are often higher in the case of a loan where the security property is not owneroccupied; and, if and when Lender makes a loan on non-cwiez-occupied property, Lender typically makes such a loan on terms different from those of loans secured by coner-occupied properties.

Accordingly, in the event the Real Property is not occupied as Borrower's primary residence within 30 days of the recordation of the Security Instrument and through the one-year anniversary date of the recordation of the Security Instrument, the holder of the Promissory Note may, soley at (ne holder's option, either:

- (a) declare all sums owed under the Promissory Note and secured by the Security Instrument to be immediately due and payable, or
- (b) if the loan 's interest rate is fixed, increase the interest rate set forth in the Promissory Note by one percentage point (1.00%), effective the date the Security Instrument was recorded, with all subsequent monthly payments adjusted accordingly; or if the loan's interest rate is adjustable, increase the interest rate, the margin and the limits on adjustments to the interest rate by one-half of one percentage point (.50%), effective the date the Security institutional was recorded, with all subsequent monthly payments adjusted accordingly.

Not withstanding the above, in no event shall any of the provisions contained herein result in an interest rate in excess of the maximum permitted by law.

If any court of competent jurisdiction determines that any term, covenant, condition or provision herein, or the application thereof to any circumstance is invalid, void or unenforceable, the same shall be deemed severable from the remainder and shall in no way affect any other term, covenant or provision or the application thereof to circumstances other than those to which it is held invalid

The rights if the Lender hereunder shall be in addition to any other rights of Lender under the Security Instrument or as allowed by law.

Date	SEPTEMBER 26, 1990	Callette	
Date	<u> </u>	ROMALD S. KLECKA LICKA	Borrowe
Date	SEPTEMBER 26, 1990	DAWN E. KLECKA	Borrowe
D-1-			20110110
Date			Borrowe

Occupancy Rider to Security Instrument BRI 300 (7788)

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Property of Coot County Clerk's Office

Secretary of the