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**State of Illinois**

## MORTGAGE

FHA Case No.  
**131-6104560 - 731**

THIS MORTGAGE ("Security Instrument") is made on **OCTOBER**  
The Mortgagor is  
**INA M. DOUGHTY, A WIDOW**

123RD 16  
26th

, 19 90

**INA M. BOUGHY , A WIDOW**

whose address is

DRAFFER AND KRAMER INCORPORATED ("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of **ILLINOIS**, and whose address is **33 WEST MONROE STREET**  
**CHICAGO, ILLINOIS 60603** ("Lender"). Borrower owes Lender the principal sum of

**FORTY FOUR THOUSAND NINE HUNDRED FIFTY AND 00/100**  
Dollars (U.S. \$ **44,950.00**). This debt is evidenced by Borrower's note dated the same date as this Security  
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

**NOVEMBER 01 2020** This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK**

**County, Illinois:**

SEE LEGAL RIDER ATTACHED

#02-12-400-042-0000

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 seized 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.

- 1. Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

**2. Monthly Payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

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CHICAGO, ILLINOIS 60603

33 WEST NOBSCOT STREET  
JURAPER AND KRAMER, INCORPORATED

JOHN P. DAVEY

This instrument was prepared by:

My commission expires:

2

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE he signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes herein set forth.

1. THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify

County 55:

Borrower \_\_\_\_\_  
(Seal)

Borrower \_\_\_\_\_  
(Seal)

Borrower \_\_\_\_\_  
(Seal)

INA M. DOUGHTY  
-Borrower  
(Seal) 

By SIGNING BELOW, Borrower accepts to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

**Accreditation Clause:** Both parties shall conduct this security instrument and the note securely held by Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security instrument. A written statement of any authorized agent of the Secretary dated subsequent to from the date hereof, detailing to Lender this security instrument and the note secured hereby, shall be deemed conclusive proof of such negotiability. Notwithstanding the foregoing, this option is exercisable by Lender when the unavailability of insurance is solely due to Lender's failure to maintain a mortgage insurance premium to the Secretary.

**Riders to this Security Instrument:** If one or more riders are executed by Borrower and recorded together with this security instrument, the coverings of each such rider shall amend and supplement the coverings of this security instrument as if the riders were in a part of this security instrument. [Check applicable box(es)]

**Condominium Rider:**  **Adjustable Rate Rider:**  **Planned Unit Development Rider:**  **Graduated Payment Rider:**  **Growing Equity Rider:**  **Other:**

<sup>19</sup>. Warter of Homestead, Borrower makes all right of homestead exemption in the property.

18. **Releasce.** Upon payment of all sums secured by this security instrument, Lender shall release this security instrument without charge to Borrower. Borrower shall pay any recordation costs.

17. **Procedural Remedies.** If a vendor requires immediate payment in full under paragraph 9, Lender may exercise this security instrument by judicial proceeding. If vendor refuses to pay or fails to pay within ten days after notice, Lender may provide in this paragraph 17, including, but not limited to, reasonable attorney fees and costs of little evidence.

NON-UNIFORMITY OF GROWTH RATES, BOTTLENECKS AND TECHNICAL INEFFICIENCIES IN THE COOPERATIVE AND SPARE ASSEMBLIES

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Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Most Security Instruments insured by the Secretary are insured under programs which require advance payment of the entire mortgage insurance premium. If this Security Instrument is or was insured under a program which did not require advance payment of the entire mortgage insurance premium, then each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tends to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

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

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium, unless Borrower paid the entire mortgage insurance premium when this Security Instrument was signed;

Second, to any taxes, special assessments, household payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

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

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

**5. Preservation and Maintenance of the Property, Leaseholds.** Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned property. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal.

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the properties shall terminate when the debt secured by the Security instrument is paid in full.

Borrower or his agent exceeded any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

(ii) Lender's right to require payment of principal and interest due under this Note to be made in cash or by transfer of securities held by Lender and received all of the rights and benefits of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender and receive all of the rents received by the Securitry Instrument (b); Lender shall be entitled to collect benefits of Lender only, to the same secured by Borrower shall be held by Borrower as trustee for Lender's agent on Lender's written demand to the tenant.

10. ASSIGNMENT OF PROPERTY. Notwithstanding any provision in the Deed or otherwise, the Lender may at any time assign all or any part of its rights and interests in the Property to a third party by written instrument, and the transferee shall have all the rights and benefits of the Lender under this Agreement.

15. **Hotowers (ups)**: Rotoware shall be given one centralized copy of this security instrument.

13. **Securing the instrument**: This securing instrument shall be governed by federal law with the exception of clauses that affect consumer protection provisions of this instrument and the Note which can be separated from the underlying transaction. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires such notice to be given in person or by registered or certified mail. Any notice given to Borrower or any addressee of another method shall be directed to the address set forth in the signature block of this instrument or to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by First Class Mail to Lender at its principal office or at any other address Borrower designs by notice to Lender. Any notice given to Borrower or Lender shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. Successors and Assigns Bound; Joint and Several Liability. Creditors, successors and assigns of Lenders and Borrowers, The covenants and agreements of this Security shall bind and benefit the successors and assigns of Lenders and Borrowers. The covenants and agreements of this Security shall bind and benefit the successors and assigns of Lenders and Borrowers. The covenants and agreements of this Security shall bind and benefit the successors and assigns of Lenders and Borrowers.

**III. Borrower's Not Responsible for Prepayment by Lender.** The borrower shall not be liable to the lender in the event of prepayment by the lender if the lender is not in default under the terms of the note or if the lender has not given the lender sufficient notice of prepayment as required by the note.

(10) **REGULATORY FEE** - The fee set by the Secretary, in the case of payment of fees in advance, shall be paid by the claimant, and in the case of payment of fees in arrears, shall be paid by the claimant, and in the case of payment of fees in arrears, shall be paid by the claimant.

(25) So as well, if chemists expect that would permit teacher to require immediate payment in full, but teacher does not require such payments, teacher does not waive his rights with respect to subsequent events.

permitted to practice does so clearly, the Legislature, out of its own clearness, has given such a privilege in accordance with the requirements of the Secretary.

As the first part of the experiment, a questionnaire containing a number of questions about the properties of the primary or secondary residence was presented to the respondents.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(ii) Borrower default by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

to the borrower defaulter by failing to pay in full any monthly payment required by this security instrument prior to or on the due date of the next monthly payment, or

(3) **PAYOUTS:** either way, except as intended by regulations issued by the Security Instrument if immediate payment in full of all sums secured by this Security Instrument is required

#### 9. Grounds for Acceleration of Debt.

**8. Fees.** I understand my collection fees and charges authorized by the Secretary.

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## FHA CONDOMINIUM RIDER

26th

THIS CONDOMINIUM RIDER IS MADE THIS 23RD DAY OF OCTOBER, 1990, AND IS INCORPORATED INTO AND SHALL BE DEEMED TO AMEND AND SUPPLEMENT A MORTGAGE (HEREIN "SECURITY INSTRUMENT") DATED OF EVEN DATE HEREWITH GIVEN BY THE UNDERSIGNED (HEREIN "BORROWER") TO SECURE BORROWER'S NOTE TO :

DRAPER AND KRAMER, INCORPORATED

(HEREIN "LENDER") AND COVERING THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT AND LOCATED AT:

1215 N. WILLIAMS DRIVE #3001-3  
PALATINE, IL 60067

THE PROPERTY COMPRISES OF A UNIT, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, IN A CONDOMINIUM PROJECT KNOWN AS:

HARVEST RUN

IN ADDITION TO THE COVENANTS AND AGREEMENTS MADE IN THE SECURITY INSTRUMENT, BORROWER AND LENDER FURTHER COVENANT AS FOLLOWS:

1. RESOLUTION OF INCONSISTENCY. IF THIS SECURITY INSTRUMENT AND NOTE BE INSURED UNDER SECTION 234(C) OF THE NATIONAL HOUSING ACT, SUCH SECTION AND REGULATIONS ISSUED THEREUNDER AND IN EFFECT ON THE DATE HEREOF SHALL COVER THE RIGHTS, DUTIES AND LIABILITIES OF THE PARTIES HERETO AND ANY PROVISION OF THIS OR OTHER INSTRUMENTS EXECUTED IN CONNECTION WITH THIS SECURITY INSTRUMENT AND NOTE WHICH ARE INCONSISTENT WITH SAID SECTION OF THE NATIONAL HOUSING ACT OR REGULATIONS ARE HEREBY AMENDED TO CONFORM THERETO.
2. ASSESSMENTS. FAILURE OF THE BORROWER TO PAY THE BORROWER'S SHARE OF THE COMMON EXPENSES OR ASSESSMENTS AND CHARGES IMPOSED BY THE OWNER'S ASSOCIATION, AS PROVIDED FOR IN THE INSTRUMENTS ESTABLISHING THE OWNER'S ASSOCIATION, SHALL CONSTITUTE A DEFAULT UNDER THE PROVISIONS OF SECTION 234(C) OF THE HOUSING ACT AND RESULT IN A LIEN MORTGAGE. AS USED IN THE SECURITY INSTRUMENT THE TERM "ASSESSMENTS" EXCEPT WHERE IT REFERS TO ASSESSMENTS AND CHARGES BY THE OWNER'S ASSOCIATION SHALL BE DEFINED TO MEAN "SPECIAL ASSESSMENTS BY STATE OR LOCAL GOVERNMENTAL AGENCIES, DISTRICTS OR OTHER PUBLIC TAXING OR ASSESSING BODIES."

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS FHA CONDOMINIUM RIDER.

  
INA M. DOUGHTY

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FHA Case No.  
131-6104560-731

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **27<sup>th</sup>** day of OCTOBER, 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to

DRAPER AND KRAMER, INCORPORATED

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1215 N. WILLIAMS DRIVE PALATINE, IL 60067

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

1. Under the Note, the initial stated interest rate of **EIGHT AND ONE HALF** per centum (**8.50**) 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 **APRIL 1, 1992**, (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 the day of each succeeding year during the term of the Security Instrument ("Change Date").
3. Each adjustment to the interest rate will be made based upon the following method of employing the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index"; the Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15 (519)). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any, as follows:
  - (a) The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
  - (b) **TWO AND ONE HALF** percentage points (**2.50**%) 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 Security Instrument 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,

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[Space below this line Reserved for Acknowledgment]

Borrower \_\_\_\_\_  
\_\_\_\_\_  
(Seal)

Borrower \_\_\_\_\_  
\_\_\_\_\_  
(Seal)

Borrower \_\_\_\_\_  
\_\_\_\_\_  
(Seal)

Rate Rider.

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

5. Noting contained in this Adjustable Rate Rider will permit Lender to accomplish an interest rate adjustment

only be reflected through (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate Rider may

through an increase (or decrease) in the margin and the index on the Change Date Payments, with

lender subsequently assigned the Security Instrument of all or any portion of such Excess Payments, which

will be deemed to be the lender, or lenders, who received Excess Payments, whether or not any such

Borrower's sole option, may forth in such "Adjustment Notice ("Excess Payments"), then Borrower, at

which would have been set forth in such "Adjustment Notice ("Excess Payments"),

and (ii) Borrower, consequently, has made any monthly installment payments in excess of the amount

Rate was reduced on a Change Date, and (iii) Lender failed to give the Adjustment Notice (i) the Existing Interest

(c) Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Existing Interest

less than twenty-five (25) days after Lender has given the applicable Adjustment Notice to Borrower,

caused by the recalculations of such amount under Subparagraph (a) for any payment date occurring

in this Adjustable Rate Rider or its right to collect, any increase in the monthly installment amount

has given a further Adjustment Notice to Borrower. Notwithstanding anything to the contrary contained

by Lender to Borrower until the first payment date at which occurs at least twenty-five (25) days after Lender

will continue to pay the adjusted monthly installment amount to the last Adjustment Notice given

occurs at least twenty-five (25) days after has given the Adjustment Notice to Borrower. Borrower

will calculate monthly installments on the first payment date which may be required by law from time to time.

(b) Borrower agrees to pay the adjusted monthly installment amount on the first payment date which

payments, as in (a) any other information which may be required by law from time to time.

(vi) the method of calculating the adjustment to the monthly installment

index and the date it was published, (vii) the amount of the monthly interest rate adjustment to the monthly

installment of the adjusted monthly installment payments, calculated as provided above, (v) the Change Date,

as given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the Adjustment Date,

therefore, calculated as provided above. Each Adjustment Notice will set forth (i) the date the Adjustment

is issued, (ii) the revised amount of the monthly installment payments of principal and

existing interest Rate and of the revised notice ("Adjustment Notice") of any change in the

new level is due, Lender will give Borrower written notice ("Adjustment Notice") of any change in the

equal monthly payments. At least 25 days before the date on which the new monthly payments

but to all prepayments on the Note have been taken into account), at the new Existing Interest Rate,

the amount due on such Change Date assuming there has been no default in any payment on the Note

on the maturity date, the unpaid principal balance (which unpaid principal balance will be deemed to be

payments of principal and interest on any Change Date, Lender will recalculate the monthly installment

substitute index will be deemed to be the index hereunder.

(f) If the index is no longer available, Lender will be required to use any index prescribed by the Department

of Housing and Urban Development. Lender will notify Borrower in writing of any such substitute index

in effect until the next Change Date on which the interest rate is adjusted.

(e) Lender will perform the functions required under Subparagraphs (a), (b) and (c) to determine the amount

of the new adjustable rate, if any. Any such new adjustable 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.

(d) If the index is no longer available, Lender will be required to use any index prescribed by the Department

of Housing and Urban Development for Borrower to obtain such index) and after the date of such notice the

new necessary information for Borrower to repay in full,

on the maturity date, the amount which would be necessary to repay in full,

the new adjustable rate will be limited to five percentage (5%) points higher or lower, whichever

is applicable, than the initial interest Rate.

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9/15/2027 2

UNIT NO. 3001-3 IN THE HARVEST RUN CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE, A PART OF HARVEST RUN SUBDIVISION, BEING A PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT #8476474 TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS. MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, HIS SUCCESSORS AND ASSIGNS, ALL RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND SETFOLDED AT LENGTH HEREIN.

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