

# UNOFFICIAL COPY

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State of Illinois

## MORTGAGE

FHA File No.  
131-6135119 - 731

THIS MORTGAGE ("Security Instrument") is made on JULY 30TH , 19 90 .  
The Mortgagor is  
HOWARD K. KRICK AND MARY C. KRICK , HIS WIFE AND  
HOWARD S. KRICK , A BACHELOR

XXXXX Address is DRAPER 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

NINETY FOUR THOUSAND AND 00/100

Dollars (U.S. \$ 94,000.00) . 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 paid earlier, due and payable on  
AUGUST 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

RECEIVED RECORDING  
KODIAK COUNTY RECORDER  
19 JUN 2019

90397553

TAX IDENTIFICATION NUMBER: 06-27-216-001  
which has the address of 252 B BRITTANY DRIVE STREAMWOOD , [Street, City],  
Illinois 60107 [ZIP Code], ("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.

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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JOHN P. DAVY  
 DRAPER AND KRAMER, INCORP'D ATC OFFICIAL, JASUKA  
 33 WEST MONROE STREET  
 CHICAGO, ILLINOIS 60603  
 NATION PUBLIC, STATE OF ILLINOIS  
 CHRISTIAN JASUKA  
 NOTARIAL SEAL  
 NOVEMBER EDITION 1991

This instrument was prepared by:

My Commission expires:

Notary Public



Given under my hand and official seal, this day of November, 1991, for the uses and purposes herein set forth.

Subscribed and delivered the said instrument as aforesaid, for the uses and purposes herein set forth.

Subscribed to the foregoing instrument, appeared before me to me to be the same person(s) whose name(s) appears(s) on the instrument.

BACHELOR

THE UNDERSIGNED, HOWARD K. KRICK AND MARY C. KRICK, Notary Public and State of Illinois hereby certify that HOWARD K. KRICK AND MARY C. KRICK, Notary Public and State of Illinois hereby certify that

County of:

(initials)

STATE OF ILLINOIS,

HOWARD K. KRICK  
 (Seal)  
 HOWARD S. KRICK  
 (Seal)  
 MARY C. KRICK  
 (Seal)

Witnesses: (initials)

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

Condominium Rider       Adjustable Rate Rider       Growing Equity Rider       Planned Unit Development Rider       Graduate Payment Rider       Other Legal Rider

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

Security instrument. A written statement of any additional rider(s) required to insure this Security instrument to proof of such insufficiency. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability from the date hereof, defaulting to pay the monthly payment and the note secured thereby, shall be deemed conclusive of insurance is solely due to Lender's failure to timely make a mortgage insurance premium to the secretary.

Instrument. A written statement of any additional rider(s) required to insure this Security instrument to proof of such insufficiency. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability from the date hereof, defaulting to pay the monthly payment and the note secured thereby, shall be deemed conclusive of insurance is solely due to Lender's failure to timely make a mortgage insurance premium to the secretary.

for insurance under the National Housing Act within 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 additional rider(s) required to insure this Security instrument to proof of such insufficiency. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability from the date hereof, defaulting to pay the monthly payment and the note secured thereby, shall be deemed conclusive of insurance is solely due to Lender's failure to timely make a mortgage insurance premium to the secretary.

Accelerated Clause. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible

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19. Whether or not homestead. Borrower waives all right of homestead exemption in the Property.

Without charge to Borrower, Borrower shall pay any recording costs.

Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney fees and costs of title evidence.

NON-UNIFORM GOVERNANTS. Borrower and Lender further covenant and agree as follows:

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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 tendered 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, leasehold 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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Landlord shall not be liable under or to defrauds or other upon take account of to whomsoever the property may do so as to any time there is a break, any application to recover may do so as to any time there is a break, any application

I consider them square in business and fair in personal life.

161. **ASSUMPTIONS OF FIRM'S RENTAL INCOME AND LEVYING OF RENTS** Under the terms and conditions of the leasehold securities only,

Dr. Horowitz's copy, however, shall be given one copy of this Second Interim

14. **Operating law; securities instruments**, this **Securities Law** shall be governed by federal law and the law of the state where the securities are described.

12. **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 of the last address Borrower designated by notice to Lender. Any notice shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail unless Borrower retains receipt of another delivery method. Any notice given as provided in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. Successors and Assigns: Joint and several liability: C-6-SHES, The co-venturants and agreements of this security instrument shall bind and benefit the successors and assigns of Lender as a Borrower, subject to the provisions of paragraphs 9, 10, Borrower's obligations and assignments shall be joint and several, except that the co-signers of this Security instrument under the terms of this Security instrument shall be liable only to the extent of their respective interests in the property under the terms of this Security instrument; (b) is no personal liability obligated to pay the sum secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations which regard to the term of this Security instrument or the Note without the Borrower's consent.

10. **Remaindermen**, Borrower shall have a right to be reinstated if Lender has required immediate payment in full because of proceedings are instituted. To reinstate, at the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current in writing, to the extent that they are obligations of Borrower under this Security Instrument, in full.

11. **Reinstatement**, Borrower shall have a right to be reinstated if Lender has required immediate payment in full because of proceedings are instituted due under the Note or the Security Instrument. This right applies even after Lender has received notice of the commencement of proceedings under the Note or the Security Instrument, if Lender has required immediate payment in full because of the failure to pay in accordance with the terms of the Note or the Security Instrument.

(d) **Regulations of the DCD Secretary.** In many circumstances regulations issued by the Secretary will limit Landlord's rights to terminate lease or foreclose if not permitted by regulations of the Secretary.

(16) No *Waiver*, if circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

the purchaser or grantee does so occupy the property but this of itself credit has not been established in accordance with the requirements of the Secretary.

(ii) The property is not occupied by the purchaser as his or her primary or secondary residence, or the purchaser is a party to an agreement to contribute funds to the purchase of a residence).

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

(iii) for whom default has been declared by law, for a period of thirty days, to perform any other obligations contained in this Segments instrument.

(ii) Borrower's details 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

immediate payment in full of all sums secured by this Security Instrument in case of default hereunder; except as otherwise provided in the instrument of conveyance or assignment of title.

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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 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.

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Property of Cook County Clerk's Office  
9039755

STATE-3-B - WOGRWHEER MEGH 195 AND LATERED PERGINTAEG ENPLERRED IN THE  
COMMON REITEMS IN SUGSEX SQUARE CONDMLNLM AS DEILINABR  
AS AMINDID FROM TIME TO TIME, IN PARS OF JHM SUBDLVLSION OF SUGSEX  
SQUARE UNITS 1, 2 AND 3, BEING A SUNDLVTION IN PART OF THE  
ALL, IN TOWNSHIP AT NORTY, RANG 9, EAST OF THE THIIS MINGLTAAL MIRDLTAN,  
MORLGAGOR ALSO HERREY GRANTS TO MORLGAGOR, THE SUCCLSSORS AND ASSLTCS,  
AS RICGLS AND EASIMENTS APPURTEINANT TO THE ABOVE DESCRLBHD REAL MSLAR,  
THE RICGLS AND EASIMENTS FOR THE HENELT OF THE GNDMLTUM.  
THE APORMLNTION DRCILATTON OF GNDMLTUM.  
THIS MORLGAGC IS SUDLCT TO ALD, RICGLS, RASMLNCS, KESTRICKLNS,  
CONDFTLNS, COVRNANTS AND RRSERVATLNS, CONTRAINLNG IN SAIID DRCILATLON  
THE SAME AS PRODUCED WITH PROVLSIONS OF SAIID DRCILATLON WHICH IRRECTED  
AND SPFLDAGE AD ENGLH DRRMIN.

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(d) Notwithstanding anything contained in this Article or Order, if any new adjusted interest rate to exceed the 5% Cap, or more than five percentage points higher or lower than the initial interest rate, if any increase

(iv) If the Calculated Interest Rate is less than the Existing Interest Rate by more than the Existing Interest Rate (subject to the 5% Cap).

The new adjusted interest rate will be equal to one percentage point higher than the existing interest rate (subject to the 5% Cap).

If the calculated interest rate exceeds the existing interest rate by more than one percentage point, in either direction, from the initial interest rate, herein called the “**slope**”,

(6) In the difference between the calculated interest rate and the existing interest rate is less than or equal to one percentage point, the new interest rate will be equal to the calculated interest rate.

(d) If the calculated interest rate is the same as the existing interest rate, the interest rate will not change.

current change rule being called the "existing interest rule" or "Ruggeri". Then, the new adjustment

(e) The Calculated Interest Rate will be compared to the interest rate being quoted prior to the calculation date.

(9) "Municipality" will be added to the Current Index and the sum of this addition will be rounded to the nearest one-hundredth of one percent point (0.12%). The rounded sum of the MSA plus the Current Index

(a) The column of the index will be determined, using the most recently available figure, (July (30) days before the Change Date ("Current Index").

3. Each adjustment to the interest rate will be made based upon the following method of calculating the weekly average yield on United States Treasury Security Securities: divided 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 indicated interest rate, if any, as follows:

2. The first adjustment to the integer rate (if any adjustment is required) will be effective on the first day of October, 1992, (which date will not be less than twelve months nor more than eighteen months from the due date of the first annual payment under the Note), and thereafter each adjustment will be effective on the first day of each year thereafter.

1. Under the Note, the initial stated interest rate of 12% will apply until one year.  
 2. 8.5 % per annum ("Initial Interest Rate"), on the unpaid principal balance is subject to change, as hereinabove described. When the interest rate changes, the equal monthly installments of principal and interest also will be adjusted, 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.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument,

**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.**

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

THIS ADJUSTABLE RATE RIDER IS MADE THIS 30TH DAY OF JULY, 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

## ADJUSTABLE RATE RIDER

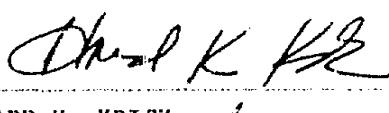
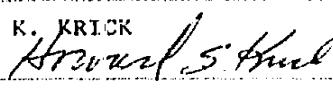
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the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, than the Initial Interest Rate.

- (e) Lender 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 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) 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 (giving all necessary information for Borrower to obtain such index) and after the date of such notice the substitute index will be deemed to be the Index hereunder.
4. (a) If the Existing Interest Rate changes on any Change Date, Lender 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 prior to that all prepayments on the Note have been taken into account), at the new Existing Interest Rate, in equal monthly payments. At least 25 days before the date on which the new monthly payment at the new level is due, Lender will give Borrower 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 and the date it was published, (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) Borrower agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs at least twenty-five (25) days after Lender has given the Adjustment Notice to Borrower. Borrower will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given by Lender to Borrower until the first payment date which occurs at least twenty-five (25) days after Lender has given a further Adjustment Notice to Borrower. Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Security Instrument, Borrower will be relieved of any obligation to pay, and Lender 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 twenty-five (25) days after Lender has given the applicable Adjustment Notice to Borrower.
- (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) Lender failed to give the Adjustment Notice when required, and (iii) Borrower, 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 Borrower, at Borrower's sole option, may either (1) demand the return from Lender (who for the purposes of this sentence will be deemed to be the lender, or lenders, who received such Excess Payments, whether or not any such lender subsequently assigned the Security Instrument) of all, or any portion of such Excess Payments, with interest thereon at a rate equal to the sum of the Margin and the Index on the Change Date when the Existing Interest Rate was so reduced, from the date each such Excess Payment was made by Borrower 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 Lender 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 Borrower's monthly installment payments of principal and interest, as provided for herein.

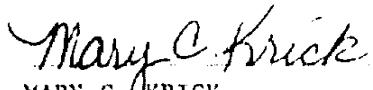
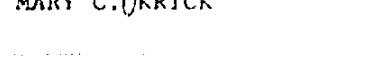
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
HOWARD K. KRICK  
  
HOWARD S. KRICK

(Seal)  
Borrower

(Seal)  
Borrower

[Space Below This Line Reserved for Acknowledgment]

  
MARY C. KRICK  
  
HOWARD S. KRICK

(Seal)  
Borrower

(Seal)  
Borrower

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1. RESOLUTION OF INCONSISTENCY. IF THIS SECURITY INSTRUMENT AND  
NOTE BE INSURED UNDER SECTION 34(C) OF THE NATIONAL HOUSING ACT,  
SUCH SECTION IS ISSUED THEREUNDER AND IN EFFECT ON  
THE DATE HEREOF SHALL GOVERN 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. FAILURE OF THE BORROWER TO PAY THE CHARGES IMPOSED BY THE  
OWNER(S) ASSESSMENTS OR ASSOCIATIONS FOR THE USE OF THE HOUSES  
OF THE COMMON EXPENSES OF THE ASSOCIATIONS AND CHARGES IMPOSED BY THE  
OWNER(S) ASSESSMENTS, FAILURES OF THE BORROWER'S SHARE  
OF THE COMMON EXPENSES OF THE ASSOCIATIONS AND CHARGES IMPOSED BY THE  
OWNER(S) ASSESSMENTS OR ASSOCIATIONS FOR THE USE OF THE HOUSES  
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 USE 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,".

SUSSEX SQUARE CONDOMINIUM  
IN THE COMMON ELEMENTS, IN A CONDOMINIUM PROJECT KNOWN AS:  
THE TOWER RISCS OF A QUARTER, LOCATED WITHIN THE SUBDIVISION TOWERS I

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

THIS CONDOMINIUM RIDER IS MADE THIS 30TH DAY OF JULY, 1990, AND IS INCORPORATED INTO AND SHALL BE DEEMED TO AMEND AND SUPPLEMENT A MORTGAGE (HEREIN "SECURITY INSTRUMENT") DATED OF EVEN DATE HEREBY GIVEN BY THE UNDERSIGNED (HEREIN "BORROWER") TO SECURE BORROWER'S NOTE TO :

EHA CONDOMINIUM RIDER

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office  
3033755J