91584133

532029

[Space Above This Line For Recording Data]

State of Illinois

MORTGAGE

FHA Case No.

131-6511831 - 731

91684133

THIS MORTGAGE ("Security Instrument") is made on

. The Mortgagor is DECEMBER 3RD 1991

DIANE GOLIN , DIVORCED & NOT SINCE REMARRIED AND NATALIE GOLIN

("Borrower"). This Security Instrument is given to

DRAPER AND KRAMER , INCORPORATED

which is organized and existing under the laws of

ILLINOI

, and whose

address is

33 WEST MONROE STREET

CHICAGO, ILLINOIS 60603

("Lander"). Borrower owes Lender the principal sum of

FORTY EIGHT THOUSAND SIX HUNDRED FIFTY AND

00/100 Dollars (U.S. \$

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 JANJATY 01 2022.

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 agreen ents 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:

DEPT-01 RECORDING

TRAN 4197 12/27/91 10:48:00

\$7997 € *-91-684133

COOK COUNTY RECORDER

SEE LEGAL RIDER ATTACHED

which has the address of Illinois

1793 W. ALGONQUIN RD. #2B MT. PRO ("Property Address"); 60056

[Street, City],

FHA Illinois Mortgage - 2/91

MP -4R(IL) (9103)

Page 1 of 6 VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

TAX IDENTIFICATION NUMBER:

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

Planned Unit Development Kider Growing Equity Rider Other [Specify] Graduated Payment Rider

Yondoninium Rider

[Check applicable box(es)]

Witnesses:

and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Security Instrument, the evventure of each such rider shall be incorporated into and shall amend and supplement the covenants 20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

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, grunt 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.

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 not 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 field 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 the, 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 Borrover. 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. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, 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 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 tenders to Lender the full payment of all sums secured by this Security Instrument, disrower'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;

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.

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Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

without charge to Borrower, Borrower shall pay any recordation costs.

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

evidence.

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

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

Property shall terminate when the debt secured by the Security Instrument is paid in full. rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of

Lender shall not be required to enter upon, take control of or maintain the Frogerty before or after giving notice of breach

Lender from exercising its rights under this paragraph 16.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent

Lender's agent on Lender's written demand to the tenant. receive all of the rents of the Property; and (e) each tenant of the Property shall pay all rents due and unpaid to Lender or

benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and If Lender gives notice of breach to Borrower: (a) all cents received by Borrower shall be held by Borrower as trustee for

assignment for additional security only. as trustee for the benefit of Lender and Borrower This assignment of rents constitutes an absolute assignment and not an

any covenant or agreement in the Security Listrament, Borrower shall collect and receive all rents and revenues of the Property Property to pay the rents to Lender or Lender's agents, However, prior to Lender's notice to Borrower of Borrower's breach of Property. Borrower authorizes Lender o Unider's agents to collect the rents and revenues and hereby directs each tenant of the 16. Assignment of Rents. Boylov er unconditionally assigns and transfers to Lender all the rents and revenues of the

15. Borrower's Copy, Borrayer shall be given one conformed copy of this Security Instrument.

given effect without at a conflicting provision. To this end the provisions of this Security Instrument and the Note are declared conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be jurisdiction in which the Property is located, in the event that any provision or clause of this Security Instrument or the Note 14. Coverning Law; Severability. This Security Instrument shall be governed by federal law and the law of the

Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of 12. Successors and Assigns Bound, Joint and Several Liability; Co-Signers. The covenants and agreements of this

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 forecomes of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and late est of Borrower in and to insurance policies in force shall pass to the purchaser.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. 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. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations converning Borrower's occupancy of the Property as a principal residence. 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 shan not be merged unless Lender agrees to the merger in writing.
- 6. Charges to Borrower and Protection of Lender's Rights in the Property. For ower 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. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are



exercise of any right or remedy,

successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall 11. Borrower Not Released; Forbearance By Lender Not a Waiver, Extension of the time of payment or modification of

future, or (iii) reinstatement will adversely affect the priority of the lien ereated by this Security Instrument. commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the as if Lender had not required immodiate payment in full. However, Lender is not required to permit reinstate, ent if: (i) Lender proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect toreclosure costs and reasonable and customary attorneys, fees and expenses properly associated with the foreclosure bring Borrower's account current including, to the extent they are obligations of Borrower under his Security Instrument, proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lurity ann all amounts required to Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after forcelosure 10. Reinstatement. Borrower has a right to be reinstated if Lender has required irranchiate payment in full because of

of insurance is solely due to Lender's failure to remit a mortgage insurance recruium to the Secretary. such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability hereof, declining to insure this Security Instrument and the Note secret thereby, shall be deemed conclusive proof of Instrument. A written statement of any authorized agent of the Societary dated subsequent to 60 days from the date and notwithstanding anything in paragraph 9, require immediae payment in full of all sums secured by this Security eligible for insurance under the Mational Housing Act within 60 days from the date hereof, Lender may, at its option (e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be

Instrument does not authorize acceleration or fore-court if not permitted by regulations of the Secretary. rights in the case of payment defaults to require innucliate payment in full and forcelose if not paid. This Security

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's

not require such payments, Lender deer not waive its rights with respect to subsequent events.

(c) No Waiver. If circumstances ocean that would permit Lender to require immediate payment in full, but Lender does

requirements of the Secretary. purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the

otherwise transferred (other than by devise or descent) by the Borrower, and (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or

Secretary require immediate payment in full of all sums secured by this Security Instrument if:

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the

Security Instrument.

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this on the due date of the next monthly payment, or

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or

require immediate payment in full of all sums secured by this Security Instrument if:

(a) Default, Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults,

9. Grounds for Acceleration of Debt.

8. Fees, Lender may collect fees and charges authorized by the Secretary.

oustanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto. referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this DECEMBER 91, 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 ARAMER. INCORPORATED

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

1793 W. ALGONQUIN PD. #2B MT. PROSPECT , IL 60056

[Property Address]

THE NOTE CONTAINS TROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTPLY 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 ard agree as follows:

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date .

The interest rate may change on the first day of APRIL, 1993..., and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Lalex. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary (as defined in paragraph 7(B)). Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND ONE/HALF percentage point(s) (2.50

Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph 5(D) of the Note, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in paragraph 2 of the Note.

FHA Multistate ARM Rider - 2/91



VMP MORTGAGE FORMS - (3) 3) 293-8100 - (800) 521-7291

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(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

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A new interest rate calculated in accordance with paragraphs 5(C) and 5(D) of the Note will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph 5(F) of the Note. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph 5(E) of the Note for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph 5(E) of the Note decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

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

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DIANE GOLIN	-Borrower	NATALIE G	OLIN	-Borrowei
	(Seal)			(Seal)
	-Borrower		10	Borrower
	ace Below This Line Reserve	ed for Acknowledgment] -		

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ADJUSTABLE RATE RIDER

the Mortgage. Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned , and is incorporated into and shall be deemed to amend and supplement THIS ADJUSTABLE RATE RIDER is made this To yab 3BD

ORAPER AND KRAMER . INCORPORATED ("Borrower's Note ("Note") to

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

1793 W. ALGONQUIN RD. #28 MT. PROSPECT , IL 60056

Property Address!

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

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

3. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

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· E661 APKIL The interest rate may change on the first day of

of each succeeding year. "Change Date" means each date on which any interest rate could change.

(B) The Index

prescribed by the Secretary (as defined in paragraph 7(B)). Lender will give Borrower notice of the new Index. Change Date. If the Index (as defined above) is no longer available, Lender will est as a new Index any index by the Federal Reserve Board. "Current Index" means the most recent Index figu e realiable 30 days before the average yield on United States Treasury Securities adjusted to a constant materity of one year, as made available Beginning with the first Change Date, the interest rate will be based on Index, "Index" means the weekly

(C) Calculation of Interest Rate Changes

limits stated in paragraph 5(D) of the Note, this rounded amount will be the new interest rate until the next Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%), Subject to the) (s)miod agamaanad Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND ONE/HALF

(D) Limits on Interest Rate Changes Change Date.

initial interest rate stated in paragraph 2 of the Mote. Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the The interest rate will never increase or decrease by more than one percentage point (4.0%) on any single

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FHA CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER IS MADE THIS 3RD DAY OF DECEMBER, 1991, 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:

1793 W. ALGONQUIN RD. #2B

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

CINNAMON COVE CONDOMINIUM

IN ADDITION TO THE COVENINTS AND AGREEMENTS MADE IN THE SECURITY INSTRUMENT, BORROWER AND LENGER 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 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. 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.

Dune Golin	Matarie Dais
DIANE GOLIN	NATALIE GOLIN

Lor Coot County Clarks

PARCEL 1: UNIT 1793-2B TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CINNAMON COVE CONDOMINIUM AS DELINEATED AND DEFINED IN THE RESTATED AND AMENDED DECLARATION RECORDED AS DOCUMENT NUMBERS 91-424352 AND 91518494 , AND FORMERLY KNOWN AS IVY GREEN CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25.58291, AND AS AMENDED FROM TIME TO TIME, IN LOT 1 (EXCEPT THE NORTH 462.80 FEET OF THE SOUTH 736.42 FEET THEREOF) IN ALGONQUIN-DEMPSTER SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15 AND PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/

PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL FOR INGRESS AND EGRESS AND FOR THE BENEFIT OF DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 25498290 AND AS AMENDED FROM TIME TO TIME.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SICCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTNENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

JUNE (

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 STIPULATED AT LENGTH HEREIN.

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