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COOK COUNTY, ILLINOIS
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State of Illinois

MORTGAGE

FHA Case No.

131-6804328 - 731

39-

THIS MORTGAGE ("Security Instrument") is made on **OCTOBER 21ST 1992**
LISA M. FLORIES-VIDOVIC MARRIED TO KEITH S. VIDOVIC

The Mortgagor is

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

DRAPER AND KRAMER , INCORPORATED

which is organized and existing under the laws of **ILLINOIS**, and whose address is **33 WEST MONROE STREET**
CHICAGO, ILLINOIS 60603
ONE HUNDRED THOUSAND AND 00/100

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

Dollars (U.S. \$ **100,000.00**).

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 **NOVEMBER 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 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

which has the address of
Illinois

16160 CREEKMONT CT, TINELY PARK
(Zip Code) **60477** (Property Address)

[Street, City],

FHA Illinois Mortgage - 2/91

4RHL (9103)

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VMP MORTGAGE FORMS · 1313293-8100 · (800)521-7291

BOX 333

TAX IDENTIFICATION NUMBER: 27-23-104-012

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CHICAGO, ILLINOIS 60603

33 WEST MONROE STREET
This instrument was prepared by (and) KRAMER, INCORPORATED

Notary Public, Docket Number: 1992

ROBERT J. MARVIN

Robert J. Marvin

Notary Public

Given under my hand and official seal this 22ND day of OCTOBER 1992
Signed and delivered the said instrument as ~~THEIR~~ free and voluntary act, for the uses and purposes therein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ~~X~~ **Y** personally known to me to be the same person(s) whose name(s)

I, THE UNDERSIGNED, LISA M. FLORIES-VIDOVIC AND KEITH S. VIDOVIC, WIFE AND HUSBAND
a Notary Public in and for said county and state do hereby certify

Counties ss:

HOMESTEADS RIGHTS.
BUT SOLELY FOR THE PURPOSE OF MAINTAINING
KEITH S. VIDOVIC, SIGNING NOT AS MORTGAGOR.
(Seal)

Lisa M. Flories-Vidovic

Borrower
(Seal)

LISA M. FLORIES-VIDOVIC

STATE OF ILLINOIS,

Borrower
(Seal)

92702873

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.
Witnesses:
[Check applicable boxes]
20. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the cover parts of each such rider shall be incorporated into and shall amend and supplement the cover parts and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Planned Unit Development Rider Growing Equity Rider
 condominium Rider Graduated Payment Rider
 Other [Specify] LEGAL RIDER

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

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

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

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

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed 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.

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

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

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 attorneys' fees and costs of title evidence.

18. Release. 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.

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

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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 BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgagee, and will defend generally the title to the property against all claims and demands, subject to any encumbrances or 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, (b) leasehold payments or ground rents on the property, and (c) assessments levied or to be levied against the property.

Each month's payment shall equal one-twelfth of the annual amounts, as reasonably estimated by Borrower, plus an annual 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 payable to Lender for items (a), (b), and (c), together with the future monthly payments for such items held by Lender for items (a), (b), and (c), before the date the item becomes due, exceeds by more than one-sixth the estimated amount of payments for such items payable to Lender to the due dates of such items, Lender shall pay to Lender any amount necessary to make up the difference or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), and (c) exceeds over one-sixth of the estimated payments to Lender, then Lender shall either require the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to Lender to pay such item, when due, and if payments on the Note are current, then Lender shall either require the amount of payments required to pay such item, when due, and if payments on the Note are current, then Lender shall either pay the amount of payments payable to Lender to the due dates of such items, exceeds by more than one-sixth the estimated payments for such items held by Lender for items (a), (b), and (c), together with the future monthly payments for such items held by Lender for items (a), (b), and (c), 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 annual mortgage 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, or monthly installments of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender 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 the monthly installments for all items secured by this Security Instrument.

If Borrower tends to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

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

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

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

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

Third, to monthly mortgage insurance premium;

Fourth, to the monthly mortgage insurance premium to be paid by Lender to the Secretary by the Secretary;

Fifth, to die mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary;

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

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7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or 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 this Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under this Note and this Security Instrument.

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 rate, and at the option of Lender, shall be immediately due and payable.

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 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.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fees 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 demand by Lender (or failed to provide Lender with any material information) in connection with the loan information or statements to Lender (or failed to take reasonable action to protect and preserve such vacant or abandoned property to the extent of circumstances), Borrower shall also be in default if Borrower, failing the loan application process, gave materially false or inaccurate information or statements to Lender and Lender may take reasonable action to collect and preserve such vacant or abandoned property to Lender and Lender may inspect the Property if the Property is vacant or unoccupied, Borrower shall not commit waste or destroy, damage or substantially change the Property or allow excessive accumulation of debris or other materials, Borrower shall not exceed Borrower's control, Borrower shall notify Lender after the date of occupancy, unless a Security deposit determines this requirement will cause undue hardship for Borrower, one year after the date of occupancy, unless a Security deposit determines this requirement will cause undue hardship for Borrower, the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least twelve months, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after leasehold, Borrower shall make prompt payment of all insurance premiums, maintenance, taxes, and other expenses of title to the Property in and to insurence policies in force shall pass to the purchaser.

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

4. Fire, Flood and Other Hazard Insurance. 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 in the event of loss, Borrower shall give Lender notice by mail. Lender may make proof of loss if not made over an amount it is entitled to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds of the damaged Property. Any application of the proceeds to the repayment of principal, or (b) to the restoration or repair of the damaged amounts applied in the order in paragraph 3, and then to pay all outstanding indebtedness under the Note and this Security Instrument, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any Lender, at its option, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender to Lender, directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender to Lender to the extent of the improvements on the Property, whether now in existence or subsequently erected, for the periods that Lender requires. Borrower shall also insure all insurance which now exists or subsequently erected, against joint liability. All or any part of the insurance proceeds may be applied by Lender to Lender to the extent of the improvements on the Property, whether now in existence or subsequently erected, against joint liability.

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, for the periods that Lender requires. This insurance shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender. 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.

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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.

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

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

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

(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 sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) 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.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, 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 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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

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

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FHA CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER IS MADE THIS 21ST DAY OF OCTOBER, 1992 , 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:

16160 CREEKMONT CT.
TINELY PARK, IL 60477

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

WESTBERRY VILLAGE WEST CONDOMINIUM

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 231(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.



LISA M. FLORIES-VIDOVIC

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Property of Cook County Clerk's Office

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FHA Case No.
131-6804328 - 731

560448

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **21ST** day of
OCTOBER, **92**, 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:

16160 CREEKMONT CT. FINELY PARK , IL 60477

[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:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of **JANUARY, 1994**, 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 Index. "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 used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee." 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** %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, 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.

FHA Multistate ARM Rider - 2/91

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(H) 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.

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment at the new interest rate through substantially equal payments. In making such calculations, Lender will use the 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 calculations, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no deferral 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.

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16160 IN WESTBERRY VILLAGE WEST CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN WESTBERRY WEST SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 92572191, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

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MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS 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 PROVISION OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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Property of Cook County Clerk's Office