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DEPT-01 RECORDING

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: 99503 # 86-92-1139461  
: COOK COUNTY RECORDER

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State of Illinois

## MORTGAGE

FHA Case No.

131-6505649 - 703

THIS MORTGAGE ("Security Instrument") is made on **JANUARY 16TH 1992** . The Mortgagor is  
**DAVID B. SMITH , A BACHELOR AND ANN M. CURTIS , A SPINSTER**

("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** ("Lender"). Borrower owes Lender the principal sum of  
**CHICAGO, ILLINOIS 60603**

**ONE HUNDRED SEVEN THOUSAND EIGHT HUNDRED FORTY EIGHT AND 00/100 DOLLARS U.S. 107,848.00** ).

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 **FEBRUARY 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

**1372 CIMARRON CT., ELGIN**  
[Zip Code] ("Property Address");

[Street, City],

FHA Illinois Mortgage - 2/91

4R(IL) 8103

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VMP MORTGAGE FORMS - (313)283-8100 - (800)521-7291

TAX IDENTIFICATION NUMBER:

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CHICAGO, ILLINOIS 60605  
33 WEST MONROE STREET  
DAVY P. KRAMER, INCORPORATED  
DAVY P. KRAMER AND KRAMER, INCORPORATED

John P. Davy  
Notary Public  
16th day of February 1982.  
I, hereby, acknowledge to the foregoing instrument, appeared before me this day in person, and acknowledged that THEIR  
free and voluntary act, for the uses and purposes herein set forth.  
Instrumented to the foregoing instrument, appeared before me this day in person, and acknowledged that THEIR  
free and voluntary act, for the uses and purposes herein set forth.

3.  
DAVID B. SMITH, A BACHELOR AND ANN M. CURTIS, A SPINSTER  
credited THE UNDERSIGNED  
, a Notary Public in said for said county and we do hereby certify  
borrower County as:  
Cook County  
*Cook*

DAVID B. SMITH  
borrower  
(Seal) \_\_\_\_\_  
borrower  
(Seal) \_\_\_\_\_

ANN M. CURTIS  
borrower  
(Seal) \_\_\_\_\_  
borrower  
(Seal) \_\_\_\_\_

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

X ARM RIDER  
[Check applicable box(es)]  
 Planned Unit Development Rider     Growing Equity Rider  
 Condominium Rider     Graduated Payment Rider     Other [Specify]  
Agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
Security Instruments, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants  
and agreements to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
20. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this  
Witnesses:  
Borrower \_\_\_\_\_  
Witnesses: \_\_\_\_\_

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**Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this 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 due 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.

**1. 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 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.

**Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the State in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note comes into conflict 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 agents. 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 acquired by the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, sell, lease or otherwise dispose of the same in any manner, and the Borrower shall be entitled to receive the full proceeds of such sale or disposition.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, sell, lease or otherwise dispose of the same in any manner, and the Borrower shall be entitled to receive the full proceeds of such sale or disposition.

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 installation 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 payment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an additional sufficient amount 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 prior to the due dates of such items, exceeds by more than one-sixth the estimated payments for such items payable to Lender, prior to the date the item becomes due, or if the estimated amount of payments for such items held by Lender prior to the due dates of such items, exceeds by more than one-twelfth the estimated amount of the item becoming due, the 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 annual mortgage insurance premium if this Security instead of a monthly installment of a mortgage insurance premium is held by the Secretary, or (ii) a monthly charge instead of a monthly installment of the mortgage insurance premium if this Security instead of a monthly insurance premium is held by the Secretary, each monthly payment to be paid by Lender to the Secretary, or (iii) a monthly charge instead of a monthly insurance premium if this Security instead of a monthly insurance premium is held by the Secretary, each monthly payment to be paid by Lender to the Secretary.

If a security instrument to pay the item when due, the Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due, or if the estimated amount of payments held by Borrower, at the option of Borrower, or credit the total of the payments made by Borrower for item (a), (b), and (c) is insufficient to pay the item when due, the Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

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 installation 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 payment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an additional sufficient amount 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 prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of the item becoming due, the 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 annual mortgage insurance premium if this Security instead of a monthly installment of a mortgage insurance premium is held by the Secretary, or (ii) a monthly charge instead of a monthly installment of the mortgage insurance premium if this Security instead of a monthly insurance premium is held by the Secretary, each monthly payment to be paid by Lender to the Secretary, or (iii) a monthly charge instead of a monthly insurance premium if this Security instead of a monthly insurance premium is held by the Secretary, each monthly payment to be paid by Lender to the Secretary.

If a security instrument to pay the item when due, the Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due, or if the estimated amount of payments held by Borrower, at the option of Borrower, or credit the total of the payments made by Borrower for item (a), (b), and (c) is insufficient to pay the item when due, the Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

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

If Borrower tenders 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).

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 refund any excess to Lender, to the monthly mortgage premium instead of the monthly 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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application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are first to any delinquent amounts applied in the order provided in paragraph 3, and then to preparation of principal. Any instrument, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security instrument, 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 or cancellation of any part of the property, or for conveyance in place of condominium, 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.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any Lender, shall be immediately due and payable.

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 immeidately due and payable.

**8. Taxes.** Hazard insurance and other items mentioned in paragraph 2.

Lender is liable for taxes on the value of the property and Lender's rights in the property, including payment of taxes, whatever is necessary to protect the value of the property and Lender's rights in the property, when Lender may do in the property (such as proceeding in bankruptcy, for condemnation or to enforce laws or regulations), when Lender's rights and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights if Borrower fails to make these payments required by paragraph 2, or fails to perform any other covenants.

**9. 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 interests in the property, upon demand of Lender (or failed to provide Lender with any material information) in connection with the loan application or statements to Lender (or failed to pay Lender's reasonable expenses, gave notice or inaccurate property, Borrower shall also be in default if Borrower, directly or indirectly, causes Lender's merger in its entirety with another entity that is in default. Lender may take back reasonable action to protect and preserve such vacant or abandoned real property to determine, reasonable wear and tear excepted. Lender may inspect the property if the property is vacant or unless circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any circumstances existing circumstances, Borrower shall not commit waste or destroy, damage or substantially change the property or allow the execution of the Note, unless the Note is on a leasehold, Borrower shall continue to occupy the property for at least one year after the date of occupancy, unless the property determines this requirement will cause undue hardship for Borrower, the execution of this Security instrument, shall continue to occupy the property as Borrower's principal residence for at least 30 days after leaseholds. Borrower shall occupy, establish, and use the property as Borrower's principal residence within sixty days after leaseholds, all rights, title and interests of Borrower in and to insurance policies in force shall pass to the purchaser.

**10. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application.** In the event of forfeiture of this Security instrument or other transfer of title to the property that extinguishes the indebtedness, all rights, title and interests of Borrower in and to insurance policies in force shall pass to the purchaser. In the event of forfeiture of this Security instrument or other transfer of title to the property that extinguishes the indebtedness, all rights, title and interests of Borrower in and to insurance policies in force shall pass to the purchaser. In the event of forfeiture of this Security instrument or other transfer of title to the property that extinguishes the indebtedness, all rights, title and interests of Borrower in and to insurance policies in force shall pass to the purchaser.

Borrower is liable for taxes on the value of the property and Lender's rights in the property, including payment of taxes, whatever is necessary to protect the value of the property and Lender's rights in the property, when Lender may do in the property (such as proceeding in bankruptcy, for condemnation or to enforce laws or regulations), when Lender's rights and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights if Borrower fails to make these payments required by paragraph 2, or fails to perform any other covenants.

**11. Duties of Lender.** 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 Lender, instead of 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 delinquency amounts applied in the order in paragraph 3, and then to preparement of principal, or (b) to the restoration of 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 hereunto.

**12. Duties of Borrower.** Borrower 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 the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any required all improvements on the property, whether now in existence or subsequently erected, shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all insurance shall be maintained in the amounts and for the periods that Lender requires, for which Lender requires exclusive or subsequent liability for all damages, 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, for which Lender requires insurance, which is hereby authorized and directed to make payment for such loss directly 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 not 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 File No. 6505649 - 703

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## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **16TH** day of  
**JANUARY** **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:

**1372 CIMARRON CT. ELGIN , IL 60120**

[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:

### 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 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 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** %) 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 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

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[Space Below This Line Reserved for Acknowledgment]

Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
ANN M. CONNIS  
Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
DAVID B. SMITH  
Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_

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

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 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 calculated in accordance with paragraph 5(F) of the Note increases in the Note, Borrower shall have no obligation to pay any increase in the monthly payment calculated in accordance with paragraph 5(E) of the Note due to a decrease in the monthly payment calculated before the date of the Note. Lender may give notice to Borrower to repay the new monthly amount by law from time to time.

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

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of

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UNIT 48-I BEING A PART OF LOT 48 IN WOODLAND CREEK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1990 AS DOCUMENT NO. 90-1174902, IN THE CITY OF ELGIN, COOK COUNTY, ILLINOIS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 48 (EXCEPTING THEREFROM) BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 48; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET FOR A DISTANCE OF 33.44 FEET TO A POINT 27.37 FEET SOUTHWESTERLY OF THE MOST EASTERLY CORNER OF SAID LOT 48; THENCE NORTH 46 DEGREES 54 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 00.38 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 43 IN SAID WOODLAND CREEK SUBDIVISION, SAID POINT BEING 44.95 FEET SOUTHWESTERLY OF THE SOUTHEAST CORNER OF SAID LOT 43; THENCE SOUTH 43 DEGREES 10 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 46.33 FEET; THENCE SOUTH 33 DEGREES 34 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 37.57 FEET; HENCE SOUTH 73 DEGREES 47 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 12.68 FEET TO THE PLACE OF BEGINNING.

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