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2001-11-19 10:11:01

Cook County Recorder

57.00

Return To: Lakeshore Funding, Inc.

1425 West Fullerton Chicago, IL 60614

Prepared By:

1425 West Fullerton Chicago, IL 60614

7810183744

### **DEFINITIONS**

Words used in multiple sections of this docun ent are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules rege din; the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated November 6th, 2001 together with all Riders to this document.

Jest's Office (B) "Borrower" is MICHAEL G. COYNE, MARRIED and KEJ 1 D. COYNE, MARRIED

Borrower is the mortgagor under this Security Instrument. (C) "Lender" is Lakeshore Funding, Inc.

Lender is a corporation organized and existing under the laws of Illinois

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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BOX 333-CTT

Lender's address is 1425 West Fullerton, Chicago, IL 60614 Lender is the mortgagee under this Security Instrument. (D) "Note" means the promissory note signed by Borrower and dated November 6th, 2001 The Note states that Borrower owes Lender Two Hundred Sixty Eight Thousand Five Hundred and no/100. (U.S. \$ ) plus interest. Borrower has promised to pay this debt in regular Periodic 268,500.00 revments and to pay the debt in full not later than December 1st, 2008 (E) "Property" means the property that is described below under the heading "Transfer of Rights in the (F) "Yoar ' means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest. (G) "Riders" nears all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]: Adjustable Rate River Condominium Rider Second Home Rider Planned Unit Development Rider 1-4 Family Rider Balloon Rider VA Rider Diveckly Payment Rider Other(s) [specify] (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and ord re (that have the effect of law) as well as all applicable final, non-appealable judicial opinions. (I) "Community Association Dues, Fees, and Assassinents" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization. (J) "Electronic Funds Transfer" means any transfer of Junds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruc., or anyhorize a financial institution to debit or credit an account. Such term includes, but is not limited to, oir t-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers. (K) "Escrow Items" means those items that are described in Section 3. (L) "Miscellaneous Proceeds" means any compensation, settlement, award of demages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all at any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or or isssions as to, the value and/or condition of the Property. (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or defail on, the Loan. (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under "to Note, plus (ii) any amounts under Section 3 of this Security Instrument. (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and it. implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA. Initials: 1/92 KAC Form 3014 1/01 -6(IL) (0010)

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and nodifications of the Note; and (ii) the performance of Borrower's covenants and agreements under inis Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the [Type of Recording Jurisdiction] county

COOK DESC. SEE LEGAL DESCRIPTION ATTACHED

[Name of Recording Jurisdiction]:

Parcel ID Number:

WESTERN SPRINGS

4145 WOLF ROAD

which currently has the address of

[C m], Illinois 60558

[Street] [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected or the property, and all easements, appurtenances, and 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 eferred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property a gainst all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-unifor a covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, it is in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. It is periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unarphir d funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. Shorrower does not do so within a reasonable period of time, Lender shall either apply such funds or return the into Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lenier hands applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the root in which it became due. Any remaining amounts shall be applied first to late charges, second to a y other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower to a felinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment reav be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding Londer may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges the Voluntary prepayments shall be applied first to any prepayment charges and then as described in the No.

Any application of payments, insurance proceeds, or Miscellaneous Proce is to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Peno/ic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security I. strument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if ..., (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Notice and Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and sassessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

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due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such arount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such any ounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under LESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimate, of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity the eding Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lende shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or correspond to make such a charge. Unless an agreement is made in writing or Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to b: pp d on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Bor over and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Forower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, is defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. It there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Valder the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrume t, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, lives, and impositions attributable to the Property which can attain priority over this Security Instrument, least nold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instalment tess Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner (ccept ble to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good is by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires bursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to lisapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require form were to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination certification and tracking services; or (b) a one-time charge for flood zone determination and certification. Services and subsequent charges each time remappings or similar changes occur which reasonably might effect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone-termination resulting from an objection by Borrower.

If Borrower fails to mainty any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide great rare lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and so at the payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard nort 3000 clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not othe wise required by Lender, for damage to, or destruction of, the Property, such policy shall include a stant and mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance corner and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was require I by I ender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the light to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to e sure he work has been completed to Lender's satisfaction, provided that such inspection shall be undertablen promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Cection 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the cover ge of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay am and suppaid under the Note or this Security Instrument, whether or not then due.

- 6. Occurancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrows is principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in wrang, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintene ... and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower's residing in the Property, Borrower shall maintain the Property in order to prevent the Property from terdinating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that epocy restoration is not economically feasible, Borrower shall promptly repair the Property if damaged of avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Sorrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and in pections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvement on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default f, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information of statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights and at this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of insbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting normal representations.

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If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Jorrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Not gas Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall ray the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage coased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss receive it. lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact up the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or ear ings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires provided by an insurance in effect, or to provide a lon-effect to make separately designated payments toward the premiums for Mortgage Insurance. If Lender required to maintain Mortgage Insurance in effect, or to

Mortgage Insurance reimburses Lender (or any entity that purchas s the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower 12 20' a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from the total risk on may enter into agreements with other parties that share or modify their risk, or reduce losser. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments unit g any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any renework, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts the derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby ssigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. I uring such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds unus Len ler has had an opportunity to inspect such Property to ensure the work has been completed to Leader's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and estoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous roveeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellan ous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, vit the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower

In the event of a partial taking, distriction, or loss in value of the Property in which the fair market value of the Property immediately before he partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be r duce by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower. In the event of a partial taking, destruction, or loss in value of the Property in which the fair market

value of the Property immediately before the partial taking, uest uction, or loss in value is less than the amount of the sums secured immediately before the partial taking, lestruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous proceeds shall be applied to the sums

secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an awaro to state a claim for damages Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party mans the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lenor's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding t' be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property

are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be

applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or reclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who c)-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Secur'cy instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terras of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrume t; ond (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any acromy odations with regard to the terms of this Security Instrument or the Note without the co-signer's confent

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations water this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's right and senefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and a reem nts of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender r ay harge Borrower fees for services performed in connection with Borrower's default, for the purpose of the purpose to connecting Lender's interest in the Property and rights under this Security Instrument, including, but not 'imite' to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of a ress authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge

fees that are expressly prohibited by this Security instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum han charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be ledy-led by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected on Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make his refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any propayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out

15. Notices. All notices given by Borrower or Lender in connection wit i &s Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrumant s'all be deemed to have been given to Borrower when mailed by first class mail or when actually del'v red to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Prop rty Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall comptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting I orrov er's change of address, then Borrower shall only report a change of address through that specified procedule. There may be only one designated notice address under this Security Instrument at any one time. Ar notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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 iven effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take projection.

17 Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. The isfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a peneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender that require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Londer shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 ways nom the date the notice is given in accordance with Section 15 within which Borrower must pay all sume sourced by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demarks of Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of un's Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Freperty pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Scorrey Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due un der this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any ot er covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) akes such action as Lender may reasonably require to assure that Lender's interest in the Property and artistic under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selicing by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, in to mentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. How ver, his right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this ecurity Instrument or that alleges that the other party has breached any provision of, or any duty owed by cason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such n tice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicant, L w provides a time period which must elapse before certain action can be taken, that time period with be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to arr given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant so Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal aw and laws of the jurisdiction where the Property is located that relate to health, safety or environmental praction; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, a definal in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, the disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances or er in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) has is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, nair, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or intert of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of any Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is not incoming any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date to enotice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the forecassive proceeding the non-existence of a default or any other defense of Borrower to acceleration and force only require immediate payment in full of all sums secured by this Security Instrument without further definand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled the collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited 'o, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon paymer' of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, or only if the fee is paid to a third party for services rendered and the charging of the fee is permitted unde. Applicable Law.
- 24. Waiver of Homestead. In according e with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestrian exemption laws.
- 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agree nent. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the present of that the cost of insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

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Office

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:	No Dla	
<u></u>	MUMUL S COYNE	-Borrower
Tox	KULY D. COYNE	(Seal) -Borrower
(Seal) -Bo ro er		(Seal) -Borrower
(Seal) -Borrower		(Seal) -Borrower
(Scal) -Borrower	C) <sub>6</sub>	(Seat) -Borrower
	9	Ox

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County ss: STATE OF ILLINOIS,
I, He would and a Notary Public state do hereby certify that MICHAEL G. COYNE and KELLY D. COYNE , a Notary Public in and for said county and personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, apper et before me this day in person, and acknowledged that he/she hey signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of November 2001. My Commission Frances: "OFFICIAL SEAL" KRISTI CROWLEY Notary Public, State of Illinois Colling Colling Office

William Collin Office

William Colling Office

William Colling Office

William My Commission Expires 10/29/02 2

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### CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 007949829 NA

STREET ADDRESS: 4145 WOLF RD

CITY: WESTERN SPRINGS COUNTY: COOK

TAX NUMBER: 18-05-116-009-0000

### LEGAL DESCRIPTION:

LOT 8 (EXCEPT THE NORTH 50 FEET) IN BLOCK 14 IN FIELD PARK, A SUBDIVISION OF THE ERIDA.

PRINCI.

OR COUNTY CRAFTS OFFICE WEST 5/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIKD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### **BALLOON RIDER**

(CONDITIONAL RIGHT TO REFINANCE)

7810183744

And is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to severe Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to

Lakeshore Funding, Inc.

(the "Lender") of the sar is tate and covering the property described in the Security Instrument and located at:

4145 WOJ POAD, WESTERN SPRINGS, IL 60558

#### [Property Address]

The interest rate stated on the Novi is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note no. der."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

### 1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of Fee mber 1st, 2031 (the "New Maturity Date") and with an interest rate equal to the "New Loan Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinance Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Care, or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or that a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinance Option, certain conditions must be me' at of the Note Maturity Date. These conditions are: (a) I must still be the owner and occupant of the property subject to

MULTISTATE BALLOON RIDER (Refinance) · Single Family · Freddle Mac UNIFORM INSTRUMENT

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the Security Instrument (the "Property"); (b) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Mringity Date; (c) there are no liens, defects, or encumbrances against the Property, or other adverse metres ffecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (d) the New Loan Rate cannot be more than 5 percentage points above the Note Rate; and (e) I must make a written request to the Note Holder as provided in Security 5 below.

### 3. CALCULATING THE NEW LOAN RATE

The New Low Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required recycled for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-balk of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "New Loan Rate") The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinance Option. If this required net yield is not available, the Note Holder will determine the New Loan Rate by using comparable information.

### 4. CALCULATING THE NEW PAYLIEF T AMOUNT

Provided the New Loan Rate as calcul. u a in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (3) all other sums I will owe under the Note and Security Instrument on the Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the Nov. I see at the New Loan Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the New Loan is fully paid.

### 5. EXERCISING THE CONDITIONAL REFINANCE OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the principal, accrued but unpaid interest, and all other suchs I am expected to owe on the Note Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinance Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinance Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinance Option by notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed New Loan Rate based upon the Federal Home Loan Mortgage Corporation's a pilicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder.

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with acceptable proof of my required ownership, occupancy and property lien status. Before the Note Moturity Date the Note Holder will advise me of the new interest rate (the New Loan Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the coat of up acing the title insurance policy.

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this

Balloop Rider.  MUNUL June 1  MACHAEL G. COYNE	(Seal) -Borrower	Kelly D. COYNE	). Coyu (Seal) -Borrower	
	(Scal) -P ,trr wer		(Seal) -Волоwer	
· · · · · · · · · · · · · · · · · · ·	(Seal) -Borrower	04/2	-Borrower	
	(Seal) -Borrower	7	(Seal) -Borrower	
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