HOUSEHOLD BANK, F.S.B. 100 MITTEL DRIVE

03070224

EXCEPTION THE MINERAL CONSTRUCTION WOOD DALE, IL

LOAN NUMBER: 6914527

60191

GRACE KO

ce Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ( Courity Intrument') is given on

DECEMBER 16TH

The mortgagor is

IN. 4830 037

PASILAS TOPIA AND CAROLINA TAPIA, HIS WIFE.

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

SECURITY MORTGAGE, INC.

which is organized and existing under the laws of

ILLINOIS

, and whose address is

15 SPINNING WHEEL ROAD SUITE 217, HINSDALE, IL

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

EIGHTY ONE THOUSAND AND NO/100

). This deby is evidenced by Borrower's note dated the same date as this Security 91,000.CO Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced JANUARY 1ST, 2001 by the Note, with interest, and all renewals, extensions and medifications of the Note: (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of thi. S. curity 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

County, Illinois:

LOT 26 IN BLOCK 2 IN FREDERICK H. BARTLETT'S 3RD ADDITION TO GREATER 79TH STREET SUBDIVISION, BEING A SUBDIVISION OF THE SOURHLAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 35 NORTH, -3 RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ្នៃកំពុនៈ ពិភពទទឹង សាស្ត្រស្រ ILLINOIS.

TAX#19-28-406-015-0000

ธูกูลระกูลู คุศกฎหลังษฎ

tera ceunti ketukéa

which has the address of 7645 S. LECLAIRE

Illinois

60459

("Property Address"):

Zip Code

BURBANK (Cm)

ILLINOIS -- Single Family -- Famile Man/Freddie Mac UNIFORM INSTRUMENT

orm 3014 990 (page Lof 6 pages) Te Order Calt., 1-806-530-8363. 🗍 FAX: 616-781-1139

MFIL3112 - 04/92

Form 3014 9/90 (page 2 of 6 pages)

S. Harard or Property Insurance. Borrower shall beep the improvements now existing or hipping crossed on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

Borrower shall promptly discharge say lien which has priority over this Security Instrument unless Borrower: (a) agrees in availing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good Isith provent due carlorcement of the lien; or (c) secures from the holder of the lien at agreement satisfactory to Lender substanting the lien to this Security Instrument. If Lender determines that the plant of the lien is subsect to a lien white may main private over this Security Instrument. If Lender determines that the lien of the lien is subsect to a lien start of the lien or take one or more of the actions set forth above within 10 days of the giving of nonpersonal start of the lien or take one or more of the actions set forth above within 10 days of the giving of nonpersonal start of the lien or take one or more of the actions set forth above within 10 days of the giving of nonpersonal start of the lien or take one or more of the actions set forth above within 10 days of the giving of nonpersonal start of the lien or take one or more of the actions set forth above within 10 days of the giving of nonpersonal start of the lien or take one or more of the actions set forth above within 10 days of the giving of nonpersonal start of the lien or take one or more of the actions set forth above within 10 days of the giving of nonpersonal start of the lien or take one or more of the actions are forth above within 10 days of the giving of nonpersonal lient or lient or take one or more of the actions are forth above within 10 days of the giving of nonpersonal lient or lient

4. Charges, Llene. Borrower shall pay all tayes, assessment, charges, fines and imposition; curibulable to the Property which may attain provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all netices of amounts to be paid under this paragraph. If Borrower makes these payments there is paragraph. If Borrower makes these payments and promptly furnish to Lender receipts evaluating the payments.

3. Application of Payments. Optics applicable law provides otherwise, all payments conved by Lender under payments? third, to interest due; fourth, to any late charges due under the Poyments.

Upon payment in full of all sams socured by this Security heatranear, Lender shall printiply refund to Borrower any Finds hold by Lender. Ut, under paragraph 21, Lender shall acquire or sell the Property, Indeed to the apply any Funds held by Lender at the time of acquisition or selected to the Security Instrument.

If the Funds held by Lender exceed the amounts permitted at be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements or applicable law. If the amount of the Funds held by such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency is no more than twelve monthly payments, at Lender's nois discretion.

(including Lender, if Lender is such as a situation) or in any Federal Home Lone Bank. Lender shall specie, it Lender is such as a situation) or in any Federal Home Lone Bank. Lender shall spriy the Funds to be become, or verifying the Escrow Lenne, were Lender pays Borrower interest on the Funds and applicable law permits count. Lender to make such a charge. However, Lender pays Borrower interest on the Funds and applicable law permits cause the result is charge. However, Lender pays Borrower interest on the Funds and applicable law permits the estate is made or applicable law requires interest or the funds and applicable law provides otherwise. Unless an applicable law provides otherwise. Unless an applicable law provides otherwise. Unless and control funds on the Funds Borrower and Lender may ag et in writing, however, that interest shall give to Borrower and Lender may ag et in writing, however, that interest shall be paid on the Funds and the funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the funds for its funds of the funds. Somewer, which each debit to the Funds was made. The Funds are pledged as additional security for all sums ascented by this Security Instrument.

It Pends for Taxes and Insurance. Subject to applicable law or to a writers weiver by Lender, Borrower shall pay to Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly learnment as a lien on the Property, if any; (c) yearly learnment as a lien on the Property; (d) yearly learnment or property insurance premiums; if any; (e) yearly montpage insurance premiums, if any; and (f) any sums payable by Borrower learnment, in accordance with the provisions of paragraph 8, in lieu of the payment of mortpage insurance premiums. These leaves are called thorations with the provisions of paragraph 8, in lieu of the payment of mortpage insurance premiums. These amount is leaved to cheer the leaves of the maximum amount in the collect and hold Funds in an amount not so exceed the maximum between leaves leaves leaved to the leaves and the leaves account under the federal Real Estate Scallement Prot churc series are leaves anount. If no, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaves along the leaves amount. If no, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaves along the leaves along the leaves along the leaves along the leaves and the leaves amount. If no, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaves along the leaves along the leaves amount. If no, Lender may, at any time, collect and hold Funds and amount not to exceed the leaves amount. If no, Lender may, at any time, collect and hold Funds and amount not to exceed the leaves amount. If no, Lender may, at any time, collect and hold Funds and amount not to exceed the leaves amount. If no, Lender may, at any time, collect and hold Funds and amount not to exceed the leaves amount. If no, Lender may, at any time, collect and hold Funds and amount not to exceed the leaves along the leaves are leaves and the leaves are

UNIPORM COVENANTS, Borrower and Lender coverant and agree as follows:

In Property of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment and late charges due under the Note.

THIS SECURITY INSTRUMENT combines uniform coverant for national use and non-uniform coverants with timined variations by jurisdiction to consistent a uniform security instrument covering real property.

BORROWER great and will defend generally the true to the Property against all claims and denumbers to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all exembents, appurements, and the foreign as part of the property. All replacements and additions shall also be covered by this Security immunical as the "Property."

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above. Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender, Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice in given.

Unless Lerder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or odic wise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Londer's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, o ring the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a lease fold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to ourform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may of difficantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forteiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in man, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may

take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Dortower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Linder to Borrower

requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a less reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

use came of rate occurry transment. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument without further notice or demand on Borrower and any invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower alail have the right to have the right to have notice or demand on Borrower shall have the right to have entire of the right of have the right of the such other notices.

the date of this Security Instrument

without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of I.6. Borrower's Copy. Borrower shall be given one conformed copy of the Mote and of this Security Instrument.

I.7. Transfer of the Property or a Beneficial Interest in Borrower.

If all or any part of the Property or any interest in Borrower.

If all or any part of the Property or any interest in Borrower is sold or unantered for it a hencificial interest in Borrower is sold or transferred and Borrower is not a natural person) in it is sold or transferred for it a hencificial interest in Borrower is sold or transferred for it a hencifical interest in Borrower is sold or transferred for it a hencifical interest in Borrower is sold or transferred and Borrower is not a natural person)

decisited to be severable.

in this puragraph.

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

provided for in this Security Instrument shall be decined to have been given to Borrower or Lender when given as provided

Borrower's consent.

13. Long Charges. If the loan secured by this Security Instrument is subject to a see, which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected (x²) be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the permitted limits and (b) any sums already collected from Borrower which exceed by the amount necessary to reduce the permitted limits will be refunded to Borrower. If a refund reduces principal, the reducting the principal owed under the Note or by making prepayment charge under the Note.

14. Hothers to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Hothers or any other address applicable law requires use of another method. The notice to Borrower having the or by making it by first class mail unless applicable law requires use of another method. The notice to Borrower having the tender designates by notice to Lender shall be directed to the first class mail unless applicable law requires use of another method. The notice to Borrower has been and the safety have a supplicable law requires use of another method. The notice shall be given by first class mail unless applicable law requires use of another method. The notice to Borrower has notice to Lender shall be derived by notice to Lender shall be decined to the grown that the special principles in this Security Instrument shall be decined to have been given to Borrower or Lender when given as provided for in this Security Instrument shall be decined to have been given or Lender when given as provided for in this Security Instrument shall be decined to have been given to Borrower or Lender as provided grown and the safety and the shall be given by provided for in this Security Instrument shall be supplied to the safety and the safety and the safety and the safety and the safety an

BOTTOWER'S CORSERL sums secured by this Security instrument; and (c) agrees that Lender and any other Borre wer may agree to extend, modify, forthess or make any accommodations with regard to the terms of this Security are many accommodations with regard to the terms of this Security are many accommodations with regard to the terms of this Security are many accommodations. not be a waiver of or prefude the exercises of any control construction of the a waiver of or prefude the exercise of any fight or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lend a and Borrower who co-signs this Security Instrument and borrower who co-signing this Security Instrument who co-signs this Security Instrument out does not execute the Note: (a) is co-signing this Security Instrument or control to mortgage, grain and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the garne series in this Security Instrument; (c) are not personally obligated to pay the garne series in this Security instrument by this Security Instrument is series to extend southy.

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 otherwise modify amortization of the sums secured by the Security Instrument by reason of any demand made by the otherwise modify amortization of the sums secured by the otherwise modified in interest. Any furthermore by testing any right or temedy shall be original to the commence of the sum Unless Lender and Botrower otherwise spres in winning, any application of proceeds to principal shall not extend or purspace the date of the monthly payments referred to in paragraphs I and 2 or change the time for payments.

II. Borrower Plot Released; Forbearance By Lender Angle Waiver. Extension of the time for payments or modification of amortization of the sums accured by this Scurvy Instrument granted by Lender to any successor in interest. Or successor in interest. Lender to an operate to release the liability of the engine aborrower or Borrower's successors in interest. Lender of Borrower's successors in interest. Lender to an interest and the engine any successor in interest.

some secured by this Security Instrument, whether or par hen due. If the Property is abandoned by Borrower, o. if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for dane grown. After to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceed, at its option, either to restoration or repair of the Property or to the

are then due.

savigated and chain taking of any part of the Property, or for conveyance in their of confermation, are nerely assigned and chain to be provided to the sure secured by this 5 ceurity in which the far market value for the taking of the Property immediately before the taking is equal to or greater than the amount of the Eccurity immediately before the taking, unless Borrower and Lender this the farmant of the Property in which the far market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the same accurred by this 5 central information of the cause fraction; (a) the total someoner shall be reduced by the amount of the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing. Property immediately before the taking of the formation of the fair market value, of the froperty immediately before the taking of the formation of the sum accurred intractional the fair market value. It is formed immediately before the taking in which the fair market value, of the Property immediately before the taking of the same accurred by this 5 central intractions or unless applicable law accurred intractions the taking or unless applicable law accurred intractions the taking or unless applicable law.

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The property in the fair market value is a partial laking to the sums accurred by this 5 centrity instrument whether or not the sums are then due.

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice

will also contain any other information required by applicable law.

20. Hazardour Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of anall quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to magnetanance of the Property.

Borrower shall promptly give I ender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Froperty and any Hazardous Substance or Environmental Law of which Borrower has actual be wiedge. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by invironmental Law and the following substances gisoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means faderal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Berrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrumer, (but not prior to acceleration under paragraph 17 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 the notice is fiven 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, foreclesure 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 foreclosure proceeding the non-existence of a default or any other defease of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. 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.

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

SA Ristors to this Security Lastraneest. If one or more ristors are executed by Borrower and recorded together with applications the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument (Check applicable box(cs))

Adjustable Rate Rider

Condominium Rider

Condominium Rider

Condominium Rider

Bisvekly Payment Rider

Condominium Rider

Development Rider

Bisvekly Payment Rider

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	SECURITY MORTGAGE, INC.,	
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	security Instrument and in any rider(s) executed by Borrower an	S
e terms and covenants contained in pages 1 through 6 of this	BY SIGNING BELOW. Borrower accepts and agrees to the	
	Other(s) [specify]	
wement Rider Second Home Rider	N Balloos Rider Rac Impro	
nit Development Rider   Biweekly Payment Rider	Graduated Payment Rider Planned Un	
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### BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

DECEMBER, 1993 THIS BALLOON RIDER is made this day of

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

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 7645 S. LECLAIRE BURBANK, IL 60459

[Property Address]

The interest rate stated on the Note 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 Holder.'

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 "Maturity Date"), I will be able to obtain a new loan JANUARY 1ST and with an interest rate coual to the ("New Loan") with a new Maturity Date of "New Note Rate" of territined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Condition & Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance of modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a Varier willing to lend me the money to repay the Note.

#### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) 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 inn ediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and phyable) other than that of the Security Instrument may exist (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

#### 3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest 'qua to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one per entage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the daic and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If the required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greate; than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Folder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principe!, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Matter's Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Nove at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and true est payment every month until the New Note is fully paid.

### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Dali and advise me of the principal. accrued but unpaid interest, and all other sums i am expected to owe on the Maturity Date. The Nov Holder also will advise me that I may exercise the Conditional Refinancing 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 Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable 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 with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note 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 costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Bojtower accep	ots and agrees to the	he terms and covenants contained in this Ball	oon Rider.
Onselmo Tapia	(Seal)	Made true	(Scal)
ANSELMO TAPIA	-Borrower	CAROLINA TAPIN	-Borrower
	(Seal)		(Scal)
	-Bostower		Borrower

[Sign Original Only]

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